

FOR EUROPE & AMERICA  
INDIA, AUSTRALIA, &c., and for  
PRIVATE TRAVELLERS AT THE  
OUTPOSTS  
A Comprehensive and Complete  
Record of the  
NEWS OF THE FAR EAST  
is given in the  
HONGKONG WEEKLY  
PRESS,  
With which is incorporated the  
CHINA OVERLAND TRADE REPORT  
Subscription, paid in advance,  
\$12 per annum. Postage to any  
part of the World \$2.

# Hongkong Daily Press.

ESTABLISHED 1857

THE  
DIRECTORY & CHRONICLE  
FOR 1909.  
Complete Edition ... \$10.00  
Small ... 6.00  
Orders may be sent to the  
Hongkong Daily Press Office and  
to the Local Booksellers.

No. 16,018. 號八十零千六萬一第 日九初月七年元統宣 HONGKONG, TUESDAY, AUGUST 24TH, 1909. 二拜禮 號四十二月八年九零百九千一英港香 PRICE, \$3 PER MONTH.

## NEW PIANOS ON HIRE

AT  
\$10 PER MONTH.

TUNING AND REGULAR  
ATTENTION INCLUSIVE.

S. MOUTRIE &  
CO., LIMITED.

[a40-2]

## KOWLOON HOTEL

THE ONLY FIRST CLASS  
ESTABLISHMENT ACROSS  
THE WATER.

SINGLE and DOUBLE ROOMS To Let  
with or without Board.

O. E. OWEN,  
Proprietor.

[a692]

## GREEN ISLAND CEMENT COMPANY

PORTLAND CEMENT.  
In Casks 375 lbs. net \$5.50 per cask ex Factory.  
In Bags 250 lbs. net \$3.45 per bag ex Factory.  
SHEWAN, TOMES & CO.,  
General Managers.  
Hongkong, 29th April, 1908. [a827]

## NOTICE.

THE CHINESE EASTERN RAILWAY  
Co. Administration offers for Sale  
METALLIC BREAKAGE and SPOILED  
RUBBER in following quantities:

1. LEAD BREAKAGE about 260,000 pounds.
2. STEEL BREAKAGE ... 42,000 "
3. BURNED CAST-IRON ... 3,000 "
4. BURNED BREAKAGE ... 50 "
5. ZINC BREAKAGE ... 30 "
6. SPOILED RUBBER about 1,320 "

Persons who like to buy Metallic Breakage  
and Spoiled Rubber are asked to make their  
Applications not later than 12 o'clock Noon,  
the 1st of SEPTEMBER, 1909, to the address of  
the Administration's Council, in sealed envelopes  
with the following inscription: "Applications  
about the purchase of Metallic Breakage of  
CHINESE EASTERN RAILWAY Co." All Appli-  
cations sent in later than the time above men-  
tioned will not be accepted. The Application  
must contain:

1. Christian name, second name, surname  
and the address of the purchaser.
2. Quantity and kind of metallic breakage he  
wishes to have.
3. Price of each kind separately.
4. With the Application should be enclosed:  
the receipt of a deposit of security in the  
Principal Account Office, amounting to  
10 per cent. of the proposed price, or the  
receipt of a deposit in any Section of Russian  
Chinese Bank on current account of the  
Railway's Director and the Conditions  
signed by purchaser.

All information necessary and conditions can  
be procured at the Material Department in  
Harbin, daily, except Holidays from 9.30 o'clock  
p.m. The Railway Administration has the  
right not to sell those parts of breakage on which  
the offered price is too low and also has the  
right not only to consider the price offered, but  
other considerations as well.  
CHINESE EASTERN RAILWAY Co.,  
Harbin.  
Harbin, 23rd June, 1909. [a977]

DAVID COESAR & SON'S  
MERCHANT NAVY  
NAVY BOILED  
LONG FLAX  
RELIANCE CROWN  
TAPPAULING  
ANNHOLD, KARSBERG & CO.  
Sole Agents.  
1674]

## C. LAZARUS & CO., CALCUTTA.

MANUFACTURERS OF  
HIGH-CLASS BILLIARD TABLES  
AND  
ACCESSORIES.

QUES,  
QUE TIPS,  
WAFERS,  
BALLS.

CATALOGUE ON APPLICATION.

## C. LAZARUS & COMPANY,

60 & 61, BENTINCK STREET, CALCUTTA.

[a83-2]



## KUPPER'S PILSENER BEER.

THE LEADING BEER IN THE  
FAR EAST.

TELEPHONE No. 75.

SOLE AGENTS—

CALDBECK, MACGREGOR & CO.,

15, Queen's Road Central.

Hongkong, 21st July, 1909. [a35]

## CUTLER, PALMER & CO.,

WINE & SPIRIT MERCHANTS

LONDON, INDIA, CHINA, JAPAN AND AUSTRALIA.

ESTABLISHED 1815.

	For Cass.
BRANDY ★★★★★	\$23.50
" ★★★	21.00
" ★★	17.75
WHISKY, PAUL MALL	21.00
" JOHN WALKER & SONS' OLD HIGHLAND	13.25
" C. P. & CO.'S SPECIAL BLEND	11.25
PORT WINE, INVALIDS	21.00
" DOURO	14.25
SHERRY, LA TORRE	16.75
" AMOROSO	21.00
BENEDICTINE, D.O.M.	QTS. 42.00 Pts. 44.00

THE ABOVE ARE EXCLUSIVELY SHIPPED TO

SIEMSEN & CO.

HONGKONG AGENTS.

[a51]

## LANE, CRAWFORD & CO.

(TELEPHONE 97)

(FORTNIGHTLY CONSIGNMENTS OF)

## "GOLF BRAND" YORK HAMS.

THESE HAMS ARE SPECIALLY SELECTED AND CURED  
FOR LANE, CRAWFORD & CO. WHO GUARANTEE  
THEIR EXCELLENCE AND FLAVOUR.

LANE, CRAWFORD & CO.

Hongkong, 11th August, 1909. [a33]

## LONG HING & CO., PHOTO SUPPLIES.

17, QUEEN'S ROAD, CENTRAL.

JUST LANDED—

EASTMAN'S KODAK FILMS.

FOLDING CAMERAS FITTED WITH

ZEISS, "GOERZ," "BOSS," LENSES—ON

COMPOUND SHUTTERS

AT MODERATE PRICES.

DEVELOPING & PRINTING

A SPECIALITY.

[a309]

## SOUTH MANCHURIA RAILWAY CO.



SHORTEST AND QUICKEST ROUTE BETWEEN  
THE FAR EAST AND EUROPE, VIA DAIREN.

## SUMMER SCHEDULE.

THRICE WEEKLY EXPRESS TRAIN SERVICE, composed of excellently  
equipped Sleeping, Dining and 1st class Cars, operated between Dairen and Changchun in  
connection with the Trans-Siberian Express Train, and with the Dairen-Shanghai Direct  
Steamer Service by the S.S. "KORU MARU" and "SAIKO MARU" (2,877 tons each)  
as follows:—

Leave—Shanghai (Steamer)	Arrive—Dairen	Thursday Saturday	Saturday or Sunday Monday or Tuesday	Friday
Lv. ...	... 11 a.m.	... 7 p.m.	... 7 p.m.	... 7 p.m.
Ar. ...	... 8.50 p.m.	... 9.15 p.m.	... 9.15 p.m.	... 9.15 p.m.
Lv. ...	... 5 a.m.	... 5 a.m.	... 5 a.m.	... 5 a.m.
Ar. ...	... 6.55 a.m.	... 6.55 a.m.	... 6.55 a.m.	... 6.55 a.m.
Lv. ...	... 3 p.m.	... 3 p.m.	... 3 p.m.	... 3 p.m.
Ar. ...	... 3 p.m.	... 3 p.m.	... 3 p.m.	... 3 p.m.

Connecting at Harbin with

State  
Express  
Moscow.

Wagon-Lits  
for  
Moscow.

State  
Express  
St. Pet'g.

## SOUTH-BOUND.

Connecting at Harbin with

State  
Express  
St. Pet'g.

Wagon-Lits  
from  
Moscow.

State  
Express  
Moscow.

Leave—Harbin (Russian Train)	Arrive—Changchun	Tuesday	Thursday	Saturday
Lv. ...	... 9 a.m.	... 7 p.m.	... 7 p.m.	... 7 p.m.
Ar. ...	... 6 p.m.	... 6 p.m.	... 6 p.m.	... 6 p.m.
Lv. ...	... 2.10 p.m.	... 2.30 a.m.	... 2.30 a.m.	... 2.30 a.m.
Ar. ...	... 2.30 a.m.	... 2.30 a.m.	... 2.30 a.m.	... 2.30 a.m.
Lv. ...	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.
Ar. ...	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.
Lv. ...	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.
Ar. ...	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.	... 12.30 p.m.

\*Russian Train time is 23 minutes earlier than S. M. R. time.

TICKET AGENCIES—The Company's Railway and Steamer Tickets are  
obtainable at all the Agencies of the International Sleeping Car and Express Trains Co.  
and Messrs. Thos. Cook & Son.

RAILWAY HOTELS—YAMATO HOTEL (Tel. Add.: "YAMATO")  
At Dairen (with enlarged accommodation), Port Arthur and Changchun, all under the  
Company's management.

## FUSHUN COAL.

FRESH STOCK ALWAYS ON HAND AT DAIREN AND NEWCHWANG DEPOTS.

## SOUTH MANCHURIA RAILWAY COMPANY, DAIREN.

Tel. Add.: "MANCHURI" Codes: A.B.C. 5th Ed. AI, and Lieber's. [137-722]



The GOLD MEDAL for Quality in the  
Franco-British Exhibition has been awarded to

"WHITE HORSE"  
WHISKY.

MACKIE & CO. DISTILLERS LTD.

Estab. 1742.

MADE

OBTAINEABLE AT ALL STORES

OR FROM THE

SOLE AGENTS:

LANE, CRAWFORD & CO. \$15 PER DOZ.

NOTE.—Any persons proved guilty of re-billing our empty bottles with inferior Whisky  
will be refused supplies. [a34]

## PENINSULAR & ORIENTAL STEAM NAVIGATION CO.

## S.S. "MACEDONIA."

(10,500 TONS.)

CAPTAIN C. D. BENNETT, R.N.R.

THIS THROUGH MAIL STEAMER FOR MARSEILLES AND LONDON  
VIA BOMBAY WILL LEAVE HONGKONG ON MARCH 19th, 1910,  
STAYING AT BOMBAY 24 HOURS ONLY AND IS DUE TO ARRIVE AT—

MARSEILLES - - - - - APRIL 16th.  
LONDON - - - - - APRIL 23rd.

FARES TO LONDON—

1st SALOON £71.10 SINGLE; £106.14 RETURN.  
2nd " £18.8 " £27.12 "

For Further Particulars, apply to

F. A. HEWETT,

SUPERINTENDENT.

[1075]

## HOTELS HONGKONG HOTEL

FIRST-CLASS AND UP-TO-DATE.

Dining accommodation for 300 Persons.  
String Band Plays during Tiffin and Dinner.  
Well Furnished Reception Rooms.  
Private Bar and Billiard Room for Hotel  
Residents.

Electric Lifts to each Floor.  
Electric Lighting and Fans.  
Telephones on every Floor.  
Every Comfort.  
Ladies' Afternoon Tea Rooms.  
Ladies' Cloak Rooms.  
Matron in attendance.  
CHARGES MODERATE, AND NO EXTRA.  
A. F. DAVIES, Manager.  
[a42]

## KING EDWARD HOTEL.

A HIGH CLASS PRIVATE HOTEL.

Ladies' Afternoon Tea-Rooms.  
Private Bar and Billiard-Rooms.  
Hot and Cold Water throughout.  
Electrically Lighted; Electric Fans (if  
required).  
Electric Passenger Elevator to each floor.  
Table D'Hôte at separate tables.  
For Terms, &c., apply to the  
Manager.  
Hongkong, 24th July, 1905. [a998]

## "KINGSCLERE,"

PRIVATE HOTEL.

APPROACH FROM KENNEDY ROAD AND  
MACDONNELL ROAD.  
Telephone No. 134.

"SACHSOLA."  
Telegraphic Address: A.B.C. Code, 5th Ed.  
ELECTRIC LIGHT, Hot and Cold Water  
throughout. Billiards, Tennis, Croquet,  
putting green and fine stabling for horses.  
Proprietress, Mrs. G. SACHSE.  
[a45]

## "BRAESIDE,"

PRIVATE HOTEL.

STANDING in its own grounds with Tennis  
and Croquet Lawns, Large Airy and  
Well Furnished Rooms, every home comfort.  
Fine View of the Harbour.  
Telephone, No. 690.  
Apply to—Mrs. F. W. WATTS.  
"Braeside," 20, Macdonnell Road.  
Hongkong, 4th December, 1907. [a44]

## ORIENTAL HOTEL

TELEPHONE 197.

## No. 2, QUEEN'S ROAD CENTRAL.

Mrs. M. MATTHEY, Proprietress.  
A thoroughly First-Class and Up-to-Date Hotel

Large and Airy Rooms, affording every comfort  
to Residents and Tourists.  
Table D'Hôte at Separate Tables.

MODERATE RATES.  
Telegraphic address: "Comfort," Hongkong.  
For Particulars, apply to

M. USCHMANN,  
Proprietress.  
Hongkong, 5th October, 1908. [a45]

## VICTORIA HOTEL

SHAMEN—CANTON.

MANAGER—MR. H. HAYNES.  
Telegraphic address: "VICTORIA, SHAMEN."  
SITUATED ON THE BRITISH CONCESSION.

## MACAO HOTEL.

MACAO.

Telegraphic address: "FARMER, MACAO."  
SITUATED IN THE CENTRE OF PRATA GRANDE  
Both Hotels electrically lighted, and under  
experienced European Supervision.

GUIDES AND CHAIRS PROVIDED.  
Every information and special attention given  
to Tourists.

REASONABLE RATES.  
WM. FARMER,  
Proprietor.

[a1623]

## "BOA VISTA"

(HOTEL-SANITARIUM OF SOUTH  
CHINA).  
MACAO.

THE Hotel is under European manage-  
ment and most strict supervision as to  
food, cleanliness and hygiene of the place.

All comforts of a home.  
A most pleasant retreat for those desirous for  
a few days rest and quiet.

Comfortable accommodation for travellers  
paying a visit to the historical and picturesque  
colony of Macao.

Macao is 40 miles south-west of Hongkong.  
Two steamers (s.s. Sui An and Sui Tai) daily to  
and from Hongkong, and two steamers to and  
from Canton, give easy communication with  
both these centres.

Cable Address: "BOA VISTA."

For Terms, apply to

THE MANAGER.  
[a195]

## THE GRAND HOTEL

DIVISION STREET, KOBE.

FIRST-CLASS CUISINE.

COMFORTABLE & AIRY BEDROOMS.  
Situated in close proximity to the Harbour  
and Railway Station.

BEST WINES AND LIQUORS SUPPLIED.  
Special arrangements for a long stay.

F. DOMBALLE  
M. MAILLE } Proprietors.  
[a46]



## INTIMATION



**S. WATSON & CO.**  
LIMITED.

ESTABLISHED A.D. 1841.

## CHEMISTS

BY APPOINTMENT TO  
HIS EXCELLENCY THE GOVERNOR.

**WATSON'S  
HOUSEHOLD  
AMMONIA**  
FOR THE BATH, TOILET AND  
HOUSEHOLD.

Promotes a healthy action of the skin, counter-acts all effects of perspiration, and is as refreshing and invigorating to the system as a Turkish Bath.

**WATSON'S  
CARBOLIC SOAPS**  
HIGHLY RECOMMENDED BY THE  
MEDICAL PROFESSION

in three strengths, containing 5%, 10% and 20% of pure carbolic acid.

**WATSON'S  
SOAP for  
PRICKLY HEAT**  
Containing:  
**ARNICA, CAMPHOR,  
AND  
CARBOLIC ACID**

**A. S. WATSON & CO.**

LIMITED,  
THE HONGKONG DISPENSARY  
AND KOWLOON DISPENSARY.

Hongkong, 19th July, 1909. [39]

**NOTICE TO CORRESPONDENTS.**  
ONLY communications relating to the news column should be addressed to THE EDITOR. Correspondents must forward their names and addresses with communications addressed to the Editor, not for publication but as evidence of good faith.

All letters for publication should be written on one side of paper only.

No anonymously signed communications that have already appeared in other papers will be inserted.

Orders for extra copies of DAILY PRESS should be sent before 11 a.m. on day of publication. After that hour the supply is limited. Only supply for Cash.

Telegraphic Address: PUESS.  
Cable: A.B.C. 5th Ed. Lieber.  
P. O. Box, 54. Telephone No. 12.

HONGKONG OFFICE: 10A, DES VETUX ROAD C  
LONDON OFFICE: 131, FLEET STREET, EC

**The Daily Press.**

HONGKONG, AUGUST 24TH 1909.

Two letters appeared in the *Daily Press* last week concerning the lack of educational facilities at the Peak, and surprise has been expressed to us that there have not been a dozen or a score of letters endorsing the suggestion that the Government should establish at the Peak a Kindergarten School. An elementary school of some kind has long been needed at the Peak, and a school on the Kindergarten system seems well calculated to meet the special need of the district. We do not know what the juvenile population of the Peak actually is, but we are probably not far wrong in estimating that a Kindergarten school could count upon an attendance of at least forty children under the age of nine. The lack of educational facilities in the district certainly is not creditable to the Government of the Colony. Perhaps it is true, as one of our correspondents suggested, that the responsible authorities have hitherto assumed that "all Peak residents are wealthy taipans and can afford to provide private tuition for their children," but we can hardly believe that the Government actually need the assurance that such is not the case. That the authorities recognise to some extent that there is a juvenile population at the Peak which ought to be at school was evidenced by the fact that only last year the Inspector of Schools publicly appealed to parents on the Peak to send their children to the British School at Kowloon. We cannot suppose that Mr. Wolfe, who was then filling that

position, had given a moment's previous consideration to the suggestion. Parents at the Peak can hardly be seriously expected to send their young offspring an hour's journey to a school. Apart from considerations of cost in tram and ferry fares and for rickshaws or chairs, the suggestion that young children should be required to make such a journey is too unreasonable to appeal to any parent. A school is needed on the Peak, and it certainly would not severely tax the resources of the Government to provide it. No costly school building is necessary; the accommodation required could be provided at very small expenditure, and it is believed that the running expenses of the school would be met very largely, if not entirely, out of the school fees. In a changing community like ours the provision of educational facilities is essentially a matter for the Government and not for private enterprise. Under Government control the continuity of the school would be assured, and it is desirable in other respects that it should be under the aegis of the Director of Education.

Our correspondent "Children's Friend" emphasised in his letter the fact that to teach the Kindergarten system properly it is essential that a certificated mistress be employed, and anyone who knows how widely the method of teaching in Kindergarten schools differs from the methods which obtain in the ordinary elementary schools will at once recognise the value of that suggestion. For the information of those whose ideas of the system may be vague, we may explain that the Kindergarten School carries out LOCKER'S idea that "all the plays and diversions of children should be directed towards good and useful habits, or else they will introduce evil ones." It is frequently spoken of as the FAOZEBEL system, for it was FAOZEBEL who reduced these ideas to a system. Our correspondent spoke of the system as one for developing the faculties through play. It is now widely admitted to be the most attractive and philosophical form of infant development the world has ever seen. Children are taught not what to think, but how to think. Much care is given to the training of the senses, especially those of sight, sound and touch. Intuition is recognised as the true basis of knowledge, and those who have seen the system properly taught will endorse FAOZEBEL'S dictum that something is done for children which even the ideal mother in the ideal family could not do. Play, the child's chief employment, is so organised for them as to draw out their capacities of feeling and thinking and even of inventing and creating, and it is all done in such a way that young children from the age of three upwards enter into these playful occupations with the keenest delight, and obviously to their lasting benefit. The suggestion that a school of this character should be established at the Peak is, we know, generally endorsed by parents living in that district, and we trust the suggestion which has been put forward will receive the prompt and favourable consideration of the Government.

Only one case of plague was reported in the Colony last week.

At the Magistracy yesterday four Chinese were fined \$100 each for making fast their sampans to the s.s. *Itaka* while she was under weigh in the harbour.

A passenger on the steamer *Hoi Tung* while asleep in a cabin on the way down from Canton had his basket containing a quantity of clothing, valued at \$30, stolen from his side.

A Chinese who failed to stop when hailed by the water police and who threw coal overboard from his sampan in order to avoid arrest was at the Magistracy on Monday fined \$50.

Sanitary Inspector Beattie reports to the police that the brass fittings have been stolen from a water cart belonging to the Sanitary Department at the foot of Pottinger Street.

The Directors of the Whampoa Conservancy Board have decided to recommend to the Viceroy of the Liangkang Provinces that the agreement of Mr. de Rijke, the engineer-in-chief of the Board since its establishment three years ago, be renewed for another year.

The Full Court yesterday reversed the decision given by the Chief Justice in December last in the action brought by Messrs. S. J. David and Company against their Comprodor for the recovery of \$648,816, damages due under agreement. The decision of the Full Court was in favour of the firm, with costs in the Court below and on the appeal.

Hankow is developing a business in frozen pigs, and Tientsin a business in frozen cattle. Large purchases of cattle are being made in the Chih and adjoining provinces. They are shipped from Tientsin to Chinwangtao, where they are killed, their carcasses frozen, and then shipped under contract to Vladivostok. This new business, it is said, promises to grow into one of very large proportions.

The English Mail of the 24th July was delivered in London on the 21st inst.

H. B. M.'s Consul at Batavia has informed the Government by telegram that quarantine against Hongkong in Netherlands India has been removed. We have also received an intimation from Mr. de Roux, the Consul-General for the Netherlands at Hongkong, to the same effect.

A Grand International Race Meeting will take place at Vladivostok, under the auspices of the Primorsky Race Club, on September 5, 8, 12, 15, 18 and 29, when some 180 specially imported horses will compete, including eighty-seven Japanese imported and country-bred racehorses. There will be eight flat races and one trotting race each day. During the Race Meeting all foreign hotels in Vladivostok will make a 25 per cent. reduction on the usual tariff rates.

All those who had anything to do with the building, fitting or launching of the large motor boat *Tien Ma* will be pleased to learn that she has more than fulfilled expectations on the run from Wuchow to Nanning. On the trial trip of the vessel in the harbour it was mentioned that this run would be accomplished in seven days, but news has just been received here from Mr. Banker, the owner of the vessel, that on her maiden trip the *Tien Ma* completed the voyage in four days.

Reports which have reached Shanghai, says the *Mercury*, point to the conclusion that almost an epidemic of illness has broken out among the children holidaying at Weihaiwei. Neither the cause nor the nature of the sickness which is prevalent has transpired, but it is reported that several of the children of Shanghai residents are ill, one or two said to be dangerously so. The death of a child is also announced, and generally speaking, as far as juveniles are concerned, the present season seems to be stamped with misfortune.

Cleanliness is not always next to godliness. At 21, Elgin Street, where lived some of the Registrar-General's staff and several schoolboys, washing the floors was carried out the other day with the result that water passed through the floor down into the grocer's shop beneath. As it destroyed some of the grocer's stock he became very wrath, and going upstairs found one of the boys, whom he promptly laid out. The boy was sent to the hospital and on his discharge the matter came before the Magistrate yesterday, who imposed a fine of four dollars on the grocer for the assault.

It is reported in the Chinese press that Portugal has lately passed a new Extradition Act providing that no Chinese fugitive criminal in Macao shall be extradited unless his crime is proved by eight witnesses. The Acting Viceroy of the Liang-kwang Provinces has requested the Chinese Ministers to France, Spain and Portugal to demand the repeal of this law, on the ground that having regard to the fact that Macao is so close to Hongkang and the neighbouring districts many Chinese criminals have from time to time taken refuge in Macao, and the law will constitute a menace to China's internal peace. Moreover, the law is contrary to the treaties between China and Portugal.

Dr. Martin R. Edwards, of the Harvard Medical School, has arrived in China for the purpose, it is announced, of establishing, either at Nanking or Hankow, a branch school of that institution and also a laboratory for the purpose of studying diseases peculiar to China. It is stated that the Harvard trustees have set aside a fund of half a million gold dollars for the purpose of furthering this work. Dr. Edwards will first visit Nanking where he will make a study of the work being done in the hospitals already established there, and from there will proceed to Kinkiang, Kuning and Hankow. He will consult with men now in medical work in China as to the best way to further the project he has in hand.

## SHOOTING.

A climb to Tai Hang Rifle Range at this season of the year, with the prospect of a "bleaching" on getting there, cannot be regarded in the light of a picnic. Nevertheless, nine members of the Volunteer Infantry Company mustered sufficient interest and energy to turn up on Saturday and Sunday to shoot for Captain Wood's Cup and for practice.

Good scores on this range are difficult at the best of times, so, with a trying glare at the targets and a tricky wind upsetting calculations, low scoring was only to be expected, particularly as most of the competitors are beginners.

Appended are the aggregate scores for the cup.

Private Elliot	91
" Beckhouse	90
Loc. Cpl. Stewart	87
Private Adams	78
" Phillips	77
" Stainfield	76
" Taylor	74
" Hill	71
" Curwen	60

## WEATHER REPORT.

On the 23rd at 11.55 a.m.—The barometer has risen moderately to slightly over Japan and the E. coast of China.  
Pressure is high over the Sea of Japan, and over the N. part of the China Sea and the Pacific towards the Loochoos. It is relatively low over N. China.

Light monsoon may be expected in the Formosa Channel, and light variable winds over the N. part of the China Sea.

Hongkong rainfall for the 24 hours ending at 10 a.m. to-day, 0.75 inches.

The forecast for the 24 hours ending at noon to-day is as follows:—

Hongkong & Neighbourhood	S.W. winds, light; showers.
Formosa Channel	S. winds, light.
South coast of China between Hongkong and Loochoos.	Same as No. 1.
South coast of China between Hongkong and Bakuhan.	Same as No. 2.

## TELEGRAMS.

[Protected by the Telegraphic Message Copyright Ordinance 1894.]

[REUTERS'S SERVICE TO THE "HONGKONG DAILY PRESS."]

## THE NEW GOVERNOR OF NETHERLANDS INDIA.

LONDON, August 23rd.

The appointment of M. Idemberg as Governor-General of Netherlands India is now officially announced. He takes up the post in December.

## GREAT FLOODS IN AUSTRALIA.

LONDON, August 23rd.

Heavy rains have caused the greatest floods which have occurred in Australia during the past forty years. Bridges have been demolished, railways interrupted, and great loss of stock is reported.

## THE CRETAN AFFAIR.

LONDON, August 23rd.

The Cretan Government has handed to the Consuls a written assurance regarding the hoisting of the Greek flag.

The Consuls have requested certain alterations in the text of the document.

LATER.

Following the Council of Ministers at Constantinople on Saturday, the Press was officially informed that the Greek reply had been accepted as satisfactory.

## AVIATION WEEK.

LONDON, August 23rd.

The opening day of the Great Aviation Week at Rheims was marred by wind and rain.

Towards evening the wind dropped and the unprecedented sight was witnessed of nine aeroplanes racing simultaneously.

The honours went to Lefebvre on a Wright biplane for speed, stability and dirigibility.

## ANOTHER ACCIDENT TO WELLMAN'S BALLOON.

LONDON, August 23rd.

The Wellman balloon started for the North Pole and rapidly covered 32 miles, when the machinery broke down.

## THE WASHERMAN.

Gaunt and ragged!  
Lean and scraggy!  
In his bag he  
Drops his  
Shirts and "socks,"  
Ladies' "frocks,"  
Nothing shows his  
Native mind!  
By the water  
(With his daughter,  
Where he's wrought a  
Thousand rents,  
There he swings 'em,  
Wrings 'em, flings 'em!  
And he brings 'em  
One month hence!

—Fochow Echo.

## UNITED STATES AND JAPAN.

## A TREATY DISPUTE.

A question of treaty interpretation has arisen between Japan and the United States.

The Commercial Treaty which became operative in 1899 and was to remain in force for twelve years provides that either high contracting party shall have the right at any time "hereafter" to give notice of its intention to terminate it, and that at the expiration of twelve months after notice is given the treaty shall terminate.

The question which has arisen is as to the meaning to be placed on the word "hereafter." The Washington Government maintains that notice of termination can only be given after the lapse of twelve years, which would give the treaty a life of thirteen years. The Japanese Government contends that it was clearly the intent of the negotiators that the treaty should be terminable twelve years after it became operative, and this contention is maintained by the fact that all other commercial treaties negotiated at that time run for twelve years, and that a slight change in the wording of the British treaty removes any obscurity and makes it plain that either party could denounce the treaty after eleven years had passed.

The Japanese Government is anxious to abrogate the treaty for two reasons. It is considered to be unduly favourable to the United States, and as the commercial treaties with all the other Great Powers will expire in 1911, Japan wants new treaties to become effective simultaneously. The fact that the treaty is favourable to the United States is the reason why the Washington Government is in no hurry to terminate it, and at present it takes up the position that the treaty will remain in force until 1912.

## COMPANY MEETING.

HONGKONG AND WHAMPOA DOCK COMPANY.

The ordinary half-yearly meeting of shareholders in the above Company was held yesterday in the offices at Queen's Building. The Hon. Mr. W. J. Gresson presided, and there were also present:—Mr. Paul Clater, Messrs. H. P. White, D. W. Craddock, W. Helms, J. W. Bandow, E. G. Barrett, S. Silverstone, H. A. Siebs (directors), W. Wilson (Acting General Manager), G. A. Caldwell (Acting Secretary), H. W. Slade, J. W. C. Bonnar, R. Mitchell, A. V. Apear, J. P. Braga, H. Percy Smith, W. E. Clarke, J. Cox, Edwards, H. G. White, A. Ough, D. Macdonald, E. C. Wilks, T. I. Rose, W. H. Wickham, J. A. Chino, Choo Loop Choo, Ho Fook, K. Sayce, Ho Yu, Cheung Pui Kai, N. M. H. Nomaze, and Chan Sui Ki. The Acting Secretary having read the notice convening the meeting.

The CHAIRMAN said:—Gentlemen,—The report and accounts having been in your hands for some time, with your permission, I will follow the usual custom and take them as read. Your Directors regret the unsatisfactory result of the six months' working, the profit earned being less than for any period since the latter half of 1899. This unfortunate result may be attributed to the keen competition now experienced, and the consequent narrowing of margins of profits, also to the prevailing depression in the shipping trade. The total tonnage of merchant ships and men-of-war docked during the period under review shows a falling off of some 165,000 tons as against the previous half-year. The net profit for the six months ended 30th June 1909, amount to \$76,609.93, as compared with \$261,981.53 for the previous half-year and \$274,577.68 for the corresponding period of 1908. Including the balance of \$387,078.77 brought forward from last account, and deducting Directors' and Auditors' fees, we have available for appropriation the sum of \$420,162.36, out of which your Directors propose, subject to your approval, to pay a dividend for the half-year of 3 per cent., or \$1.50 per share, absorbing \$75,000.00, and carry forward the balance, \$345,162.36 to new account. Certain instalments having been received on account of work in progress, the item "sundry creditors" is higher by some \$90,000.00 than in the last account, while "sundry debtors" is less by some \$95,000.00. The value of material on hand shows a further reduction of about \$66,000.00. The whole of the Company's buildings, docks and plant have been kept up in a state of thorough working order, and the addition of a few up-to-date machine tools at Kowloon Dock will increase the efficiency of the establishment. It has been necessary to relay the permanent way throughout the yard at Kowloon, substituting heavier rails for those previously in use, which experience proved to be too light; the cost, \$7,853, has been paid for out of revenue.

Reorganization.—Since we last met we have received Mr. Dyer's report and after careful consideration of his recommendations, some progress has been made which, your Directors trust, will in the future result in the more economical working of the Company, and, at the same time, by greater efficiency and the adoption of more modern methods in our system of book-keeping and allocation of departmental charges, enable us with greater accuracy to arrive at the actual cost of production of all articles turned out at our works, and thus place us in a better position to compete for all work that may be offered. Mr. Mitchell, a very old servant of the Company, tendered his resignation, which was accepted, and he left the Colony in April last. Your late Secretary, Mr. Rose, had an agreement running on until November, 1911, this has, by mutual consent, been cancelled, by a payment to Mr. Rose, with which we trust he is satisfied, and that you, gentlemen, will approve of our action in this matter. To replace the gentleman just referred to, we have engaged as Chief Manager Mr. Robert Norton Dyer for a period of three years, with an option of renewing for a further two years. Mr. Dyer will select and engage, on terms agreed upon by your Directors, a Secretary who is thoroughly conversant with the book-keeping, time-keeping and costing of a ship-building or engineering business. In the accounts before you under this heading you will observe that there has been an expenditure of \$37,777.34. This includes Mr. Dyer's salary and expenses for coming out and reporting on the affairs of the Company, the payment to Mr. Rose referred to, and Mr. Mitchell's passage money to England. Now, gentlemen, you may well feel anxious to know in what way you are to benefit by this expenditure. It is proposed to move the Head Office over to Kowloon, retaining on this side in less costly premises one senior and one junior clerk, with the comptroller and staff. It is considered that a great deal of the work hitherto done in the Hongkong office is superfluous, and that by the amalgamation a considerable saving will be effected. There are also several changes contemplated in the management of the various docks, all tending towards economy, and we have in view a reduction in expenditure of from \$5,000, to \$5,500 per annum. The only further known payment is that of some \$25,000, for lengthening and providing increased office accommodation in the present drawing office at Kowloon, but as this is a permanent improvement, it can properly be added to the book value of Kowloon Dock. There is one further matter to which I must refer, and that is the valuation of our stock. Your new manager is of opinion that it is necessary to write down values as they at present stand in our books, they having hitherto been based on cost. Your Directors, recognising that this is a matter of primary importance, have arranged with Mr. Finlay Miller to go through the stock in conjunction with our new store-

keeper recently arrived from England, and value it item by item. This is now in progress but, as you will readily understand, it is a big undertaking and must necessarily occupy time. In the past stock has only been valued at the end of each year. We regret not having the figures to place before you at this meeting, but on Mr. Dyer's return in October next they will be submitted to him, and I promise you, should any adjustment be found necessary, it will be carried out before we come before you with our accounts to the 31st December next. Since Mr. Mitchell's departure, Mr. Wilson has been acting as Chief Manager, and your Directors inform you with regret that he has made up his mind to retire in a few months' time. I gladly take this opportunity of thanking Mr. Wilson for the whole-hearted way he has carried on the work, and to wish him good health and prosperity wherever he may elect to settle. Gentlemen, I have endeavoured to make the position clear to you, but should any shareholder require further information, I shall be pleased to afford it to the best of my ability.

There being no questions, The CHAIRMAN proposed the adoption of the report and accounts as presented.

Mr. SLADE—I regret that the report which I have now the pleasure to second is not a more satisfactory one, but I do not think anyone can have looked for anything better. The depression in trade and the keen competition which we have had to encounter are evidenced by the deficiency of 165,000 tons of tonnage entering the Docks as compared with last half-year. I hope, however, that this may prove the Company's low water mark and that from now on we may see a gradual but continued improvement. I am led to this hope by what has been told us regarding the reorganization scheme. I myself, like many other shareholders, thought this scheme should have been brought forward some years ago, and we might now have been in a better position than we are to-day, but now that it has been entered into I am glad to find that the Board has taken it up so thoroughly. Economies to the extent of from \$5,000 to \$5,500 per annum are already in view, and I hope that when Mr. Dyer comes back and settles down to his work he will be able to increase these economies and at the same time maintain and possibly improve the efficiency of the Docks. The Chairman has referred to the question of stock. This is an item which bulks very largely in our balance sheet, standing at \$1,250,000 odd. I am sure it is a wise thing to have a thorough revamp of this, but I hope the Chairman's remarks do not portend the appropriation of any large sum out of the profits of this half-year for the purpose of writing down values. One of the results of our reorganization scheme has been the retirement of certain members of our staff. I think you will all agree with me, gentlemen, when I say that we appreciate most highly the valuable services they have rendered us for many years past. At the same time, I should like to welcome our new chief manager, Mr. Dyer, and to wish him every success in the extremely arduous task which he has undertaken. I have much pleasure in seconding the adoption of the report and accounts.

The motion was carried. The CHAIRMAN said: Thank you for your attendance, gentlemen. Dividend warrants will be ready to-morrow.

## SHANGHAI COTTON SPINNING COMPANY.

The first annual general meeting of the Shanghai Cotton Spinning Company was held last week at the offices of the Mitsui Bussan Kaisha, No. 49, Bechen Road. There were present: Messrs. M. Fujie (Chairman), H. Robertson, C. E. Roach, H. E. Morris, Woods, Yia Sh. Chang, D. H. Chan, K. Ouo, Soo Pao-sun, Chih Chao-chow (Chih Li-shan, J. Morita, K. Obara, Hsing-sheng, Hsi Chin-liu and Wang Chen-pao, representing 6,805 shares.

The CHAIRMAN said: Gentlemen—The report and accounts of the company have been in your hands for some time and with your permission I will take them as read. You will see that the profit on the working account amounts to Tls. 185,853.76, and the balance at credit of profit and loss account, including balance brought from two old companies amalgamated, to Tls. 171,956.26. Out of the net profit your directors propose to write off Tls. 22,676.00 from the book value of buildings and furniture; to pay a dividend at the rate of Tls. 7.50 per share, absorbing Tls. 125,079.00; and to carry forward to new account the balance, Tls. 24,200.26. This result may be considered satisfactory, but before asking you to adopt and pass the report and accounts, I wish to make a few remarks. The year market has, on the whole, been active during the period covered by this report, enabling us to work both mills day and night throughout, and we hope that the continued activity of demand for yarn may bring about the same satisfactory result for next year, notwithstanding the high price of the raw material now ruling over the market. Constant care has been bestowed on improvements to the machinery, some eighty thousand tools having been spent for renewal and repairs since January last year. I am fully confident that its value has been increased so that we need not appropriate any money for the depreciation thereof.

As you are aware, we are issuing the balance of authorized capital representing 3,324 shares of Shanghai Tael fifty each at par, exclusively to existing shareholders, as your directors consider it advisable to do so in the best interests of the company. If any shareholders wish to put any questions I shall be pleased to answer, them to the best of my ability.

There being no questions, the following resolutions were put to the meeting and carried unanimously:—

Proposed by the CHAIRMAN and seconded by Mr. H. ROBERTSON: That the report and accounts, as presented, be accepted and passed.

Proposed by the CHAIRMAN and seconded by Mr. ROACH: That a dividend of Tls. 7.50 per share be paid.

Mr. Horatio Robertson was elected a director, and Mr. C. E. Roach was elected auditor.

On the motion of Mr. ROACH and seconded by Mr. Soo Pao-sun, it was resolved that the staff be given a bonus, to be arranged by the directors.

Votes of thanks were passed to the general agents, the Mitsui Bussan Kaisha, and to the manager, Mr. M. Fujie.



## SHIPPING NOTES.

Between Brindisi and Port Said the P. and O. Company carry the mails in two fast twin-screw steamships of modest tonnage, known as the *Isis* and *Oniris*. They were built in 1898. One of them, the *Oniris* has just undergone overhaul at Port Said after having run with unbroken regularity ever since she was put into the service. It is a remarkable testimony to the character of British shipbuilding.

The Board of Posts and Communications has intimated to the China Merchants Steam Navigation Company that in order to increase its business it should enter into contracts with the Chinese Railway Companies to connect its steamers with the Peking-Mukden Railway at Newchwang, the Peking-Kalgan Railway at Tientsin and the Shanghai-Nanking and Peking-Hankow Railway at Shanghai, and should issue through passage tickets and bills of lading at all its offices. This, the Board says, would benefit both the companies and the travelling public. The former will make more profit and the latter will be saved a lot of trouble.

A notable and much respected figure, Mr. James Dixon, underwriter, and chairman of Lloyd's Register of British and Foreign Shipping, died last month at Evesham, at the age of 60. Lately Mr. Dixon took a less prominent share in active business, but he had previously been connected with the firm of Harris and Dixon, shipowners and brokers, and he also had interests in collieries and docks. Mr. Dixon was one of the early presidents of the British Chamber of Shipping, with which he maintained his connection until the end, and he was one of the joint managing directors of the British Steamship Investment Trust. He was educated at Eton, and travelled widely, especially in America and the East. At Lloyd's Register Mr. Dixon will probably be best remembered for his conspicuous services in securing the site in Fenchurch-street on which the present fine offices stand. He achieved marked success in the City on his own account, and much impressed those with whom he came into contact by the force of a very virile personality.

At the annual meeting of the General Shipowners' Society (London), Mr. F. H. Pyman, (chairman of the society), who presided, said he was firmly of opinion that there never was any strong reason why freights all round should have fallen so seriously during the last few years as they had done, if it were not for unwise competition among themselves. He believed that their altered methods of conducting shipping business in recent years had largely contributed to the present deplorable condition of affairs. They had got into the habit of taking large contracts for carrying cargoes at cost price, or even less, and they sent ships on long voyages without the ghost of a chance of "making ends meet" at the current homeward freights. Perhaps the strangest fact of all was that, in short sea trades, merchants were able to get all the tonnage they required at rates of freight which, in all probability, would not cover the expenses incurred by owners. It would be much better if they could get back to the old method of chartering their ships out and home before sending them to various distant parts of the world, on trust, so to speak. The time had come, it seemed to him, when they wanted a little more backbone in the shipping community.

At a meeting of the Institution of Mechanical Engineers last month at Liverpool, Mr. A. J. Maginnis said that the advent of the twentieth century had brought great departures from the older system of marine engineering, the leading feature being the introduction of turbines. As a result, he looked forward to great business in the supply of new machinery even for existing steamers, especially as it would not be necessary to replace existing boilers. There was yet no sign that liquid fuel would generally supersede coal, although there was no question that it presented many features to recommend it for marine propulsion. The use of electric power for many purposes on board ship was also largely on the increase. There was no indication that the great horse-power of the *Lusitania* and *Mauretania* would be exceeded or even equalled for some years to come. Mr. Herbert W. Wilson, of Liverpool, stated that at present from 700,000 to 800,000 electrical horse-power was employed in the textile manufacturing of the world, and it was increasing at the rate of 70,000 to 80,000 horse-power per annum.

Underwriters, brokers, and shipowners are largely interested in the principle involved in the *Gunford* decision, given in the Court of Session, Edinburgh. The decision has produced a considerable amount of comment, and it is claimed that it will, if undisturbed, be very prejudicial to the best interests of both shipowners and underwriters. Important points for underwriters are that the sailing ship *Gunford* whilst on a voyage from Hamburg to Santa Rosalia in 1907, was wrecked on the Brazilian coast. As the result of a Board of Trade inquiry the master's certificate was suspended for 12 months, and the Court considered that the insurance was excessive. A large proportion of the underwriters denied liability, and pleaded *inter alia* that there was concealment by the assured of the following material facts—namely, that a captain had been appointed who had not been to sea for 22 years and had had his certificate suspended for six months for losing his last ship, and that in addition to insuring a vessel not worth £10,000 for the sum of £18,500, the assured had effected honour or disbursement policies for £11,000, so that a loss would be highly advantageous to him. A prominent London underwriter gave evidence on behalf of the Institute of London Underwriters of the materiality of these facts, but the Judge has

held that the assured was not bound to disclose them, and gave judgment in favour of the assured. The Marine correspondent of the *Times* has been asked to state, for the guidance of shipowners and brokers, that the underwriters of 17 leading insurance companies had during the trial signed a declaration that in their opinion the facts alleged to have been concealed "are very material facts which would influence an underwriter in deciding whether he would accept the risk at all, or, if he did accept the risk, in accepting it at an increased rate." Attention may also be drawn to the fact that the action was defended largely by mutual clubs, which represented an important body of shipowners, so that both the underwriting and shipowning interests are closely concerned.

A number of gentlemen connected with the shipping industry, among whom were Admiral the Hon. Sir E. R. Fremantle, Mr. Shackleton, Mr. Edmund Beresford, Sir Richard Levin, Mr. John O'Connor, M.P., and Mr. Joseph Nolan, M.P., inspected the working of the porhydrometer, an instrument of Italian invention for weighing with the utmost accuracy the dead weight placed on board or removed from any ship or barge to which the instrument is fitted. The instrument is based upon the infallible principle that a body floating in a liquid, of whatever density, displaces a quantity of that liquid exactly equal to its own weight, and by its application the vessel is transformed into a gigantic weighbridge or weighing machine. The advantages of the instrument are that the cargo is accurately weighed in one operation, and that the loading and discharging can be carried out with much greater rapidity, resulting in the reduction of not complete avoidance of demurrage. The demonstration took place on a 200-ton barge at the Temple Pier, London.

## THE NEXT CARNIVAL AT MANILA.

Mr. C. W. Rosenstock, a member of the Committee on Publicity of the Philippine Carnival Association, arrived in Hongkong on the *Mongolia*, and had no sooner got ashore than he began his work of interesting people in the next Carnival which is to be held in Manila next February.

While the date for the opening of the carnival is still somewhat distant, the people of Manila are not delaying the work of getting outsiders interested in their big festival. We have received reports from time to time of what the Carnival Association intend to accomplish during the next festa, but had no idea of the magnitude of the undertaking until we had a few minutes' conversation with Mr. Rosenstock. He informed us that the forthcoming carnival would far surpass anything attempted in that line in the past, and when the fact is considered that never in this part of the world has anything like the former carnivals in Manila been approached, it will be seen that this means a great deal. Dozens of features, which will be entirely new, will be seen at next year's carnival, and we are assured that those who are so fortunate as to be present will be given a treat that they will not soon forget.

Many visitors were present at the last two carnivals in Manila and not one went away with any but feelings of the deepest gratitude toward Manila for the enjoyment afforded them. This year it is expected to have several thousand people from the China coast, Japan, the United States, Hawaii and Australia in Manila during the carnival season. The committee on entertainment is already making plans to accommodate this influx of visitors. Arrangements are now being made with the steamship companies to give special low rates to Manila during the carnival season, and it is expected that many people from this Colony will be among those who will be present during the gala season. Mr. Rosenstock will be in Hongkong for several days, and will be pleased to give full and detailed information regarding the carnival to all those who desire it.

## THE QUESTION OF RAILWAY STATIONS.

## THE TIENTSIN-PUKOW LINE.

On the occasion of the retirement of Li Te-shan, the director of the Northern part of the Tientsin-Pukow Railway, it was asserted that he had endeavoured to cause the railway station at Tientsin to be constructed in the neighbourhood of the German settlement and that he had received large sums of money as a bribe for that purpose from the Deutsche Asiatische Bank connected with that company.

We have been asked to state that, although it was a question at the beginning of the negotiations of constructing the station partly on German, partly on English territory, nevertheless, during the course of the whole negotiations, which were conducted with full publicity neither from the German nor from the English side were offers or promises of any kind made to the Chinese negotiators nor to any other Chinese officials.

In the further course of negotiations, the Chinese Government, quite according to European custom and with full publicity—demanded from both of the concessions a subsidy towards the expenses of building the railway, which subsidy was quoted at such a high figure that negotiations had to be given up as hopeless.

When finally the site for the projected station was selected at a spot far removed from the European settlements (which caused these settlements to take no further interest in the matter) a Chinese syndicate, knowing how matters stood, bought up large quantities of land near the spot chosen, as a speculation. The German and English communities were neither directly nor indirectly concerned in this matter.

How to be beautiful—Keep your complexion, Mrs. Ellen's Cream, Lait Charming and Special Skin Tonic and Poudre Charming will enable you to do it. Her Specialties for the Skin are the study of a Refine. A. S. Watson & Co. Ltd. Sole Agents.

## SUPREME COURT.

Monday, 23rd August.

## IN APPELLATE JURISDICTION.

## BEFORE THE FULL COURT.

## A COMPROMISOR'S LIABILITIES.

The Full Court yesterday delivered its decision against the appeal from the judgment of the Chief Justice in the action in which Messrs. S. J. David and Co. sued their compromisor, Chan Ut Chin, claiming \$648,815.57, said to be due under a compromisor's agreement. There was a counterclaim by the defendant for \$55,000 which was deposited under the agreement.

Mr. MacNeil and Mr. G. C. Alabaster, instructed by Mr. H. J. Gedge (of Messrs. Johnson, Stokes and Master) appeared for the appellants (plaintiffs), and Sir Henry Berkeley, K.C., and Mr. M. W. Slade, instructed by Mr. J. Scott Harston (of Messrs. Ewins and Harston) represented the respondent.

The Chief Justice, in the course of a judgment which took three-quarters of an hour to deliver, after dealing with the arguments of counsel and the authorities quoted, said he was of opinion that there was here a clear statement, made by both parties to the deed, that when a demand was made, the fact of making the demand created the obligation to pay. It was not necessary to go to the extent of saying that the words "money owing" operated as a mortgage covenant to pay; it was sufficient to say that they were a statement of fact that the money was in fact owing, and being made in a deed the fact could not be denied. Having arrived at this conclusion it was not necessary to examine the interesting argument based on his decisions, as to the way in which the intention of the parties to a contract was to be ascertained. It would be convenient if he summarised the result of this judgment.

First, so far as the mortgage was concerned: There was no personal covenant to pay Chinese losses. There was not sufficient evidence of any agreement outside the mortgage to pay these losses, either from the recitals of the mortgage or *alibi*. The mortgage itself did not imply the existence of such an agreement or liability. The provisions for redemption could not be construed into covenants to pay the Chinese losses, although they were referred to in one of the covenants. There was no undertaking to pay the Chinese losses in the agreement. There was, however, a clause in the mortgage which said that demands might be made by the firm for the amount of the Chinese losses, whereupon the proviso for redemption operated, and if the amount was not paid the security was forfeit. In this clause there was a statement that the money demanded should be due and owing in virtue of the demand. His Lordship was doubtful whether he could hold that this itself was an admission that the monies were due and owing, even applying the law that a statement made by a party to a deed binds him. But in the agreement there was a clause which manifestly referred to this clause in the mortgage as a security, and if a security, then a security for the amount owing. There was, therefore, a statement in the deed that the monies demanded were owing in virtue of the demand; they could not be owing except by the person who was called upon to pay the money by the demand. This reference to the admission in the deed, although it was made in a document which was not itself a deed, showed clearly, if the mortgage did not itself show it, that the intention of the parties to the deed was that the mortgage was a security for the payment by the compromisor of monies so demanded by the firm, and so owing by the compromisor, on the strength of which another and further security in cash was given by the agreement. His Lordship was, therefore, of the opinion that the judgment in the Court below should be reversed, and that judgment be entered for the plaintiff with costs of the Court below and of this appeal.

The Paise Judge, after dealing at length with the facts, said the position as he apprehended it was shortly as follows—When a Chinese customer got goods from the firm and made default the vendor then suffered a loss, but he had taken from the compromisor an assignment of leaseholds by way of mortgage, with a proviso that the compromisor should not be entitled to redeem unless on demand he made good that loss. When the demand was made the monies became owing, and that meant, he thought, owing from the compromisor. It would have been simple enough to provide that on losses being increased the firm might go against the property, sell it, and recoup themselves. But that had not been done; the proviso was that they must first ask the compromisor to pay. He must get a demand in writing. On this demand he might, if he chose, pay, and on payment he was entitled, subject to the terms of the instrument, to redeem his property. If he did not pay, the money did not cease to be owing, but he was not so far bound to pay. It was entirely optional for him to pay or not, and if he did not pay he could not be sued, because he had, it seemed, expressly refrained from agreeing to pay. He had instead of that provided a security, the property, and the parties had apparently expressly agreed that the firm should resort to that in default of payment. On the mortgage alone the firm could not sue him. It was recognized that a demand might be made on him, but on his default they could only go against the land. The effect then was that under the mortgage deed the liability of the compromisor, not being a personal liability, was limited by the value of the mortgaged property. A much greater amount might be owing, but he need not pay unless he chose. If he did not, he lost his property. Or, if for any sentimental reason he preferred to keep his property he must pay the sum demanded, which

might be a very much larger amount than the property was worth. It might be said that the principle—that money might be owing from a man without his being under any personal liability to pay it, was unknown to the law. The answer was that it was not sufficient to look at the mortgage deed alone, because that document did not and was never intended to set out the whole agreement arrived at by the parties on January 30th, 1902. It is and was intended by the parties to be incomplete if read by itself. If the mortgage stood by itself the absence of a personal covenant was in itself so significant a feature that the mere fact that money was stated to be owing on demand would, he thought, rebut any presumption of personal liability. But one could not, in documents so mutually connected as this mortgage and this agreement, take first one and construe it independently, and then proceed to interpret the second separately as if each were executed as an isolated transaction. The meaning of the parties could only be given effect to if the two documents were taken as a whole, one completing the other. When his Lordship found a man saying in a document that money may be owing on demand made on him in writing, and saying in another document of even date, and to be read conjunctively with the first, that he would pay monies owing from him under the first document, then he felt obliged to conclude that the second statement related to the first, and to show how that first must be interpreted. He thought then that although in this case it was accurate to say that the compromisor was not personally liable under the mortgage alone, yet we must also say that, as it clearly did not stand alone, he had declared that under it there might be monies owing from him on demand, and that he had, under the agreement which completed the mortgage, expressly recognized that money might be so owing. He had, then, made a deposit as security for any monies that might be owing, and further expressly undertook an unlimited personal liability in respect of them. His Lordship thought that the appeal must succeed with costs here, and in the Court below.

Mr. Alabaster moved for judgment for plaintiffs for the amount endorsed on the writ.

The Chief Justice—re not there some accounts?

Mr. Slade—Yes, but this is quite preliminary. There are a dozen or two more defences. This is only a preliminary matter.

The Chief Justice—It is a center right round the course.

Mr. Slade—Your Lordships decide that there is an unlimited liability upon the mortgage for whatever may be due?

The Chief Justice—Yes, on the accounts. We had better say that the judgment in the Court below be reversed with costs here and in the Court below.

Mr. Slade applied for a stay of execution for a fortnight which was granted.

## IN ORIGINAL JURISDICTION.

ACTION FOR CRIMINAL CONVERSATION. The action between Captain J. A. Mitchell, of the Indo-China Steam Navigation Company, and John Lemm, architect, came on for hearing before his Honour the Chief Justice and a special jury composed of Messrs. E. J. Hughes (foreman), J. W. Bolles, E. Sheldin, M. S. Sassoon, M. S. Norikote, G. C. Moxon and E. H. Hinds.

Mr. Ho Fook was the first juror called, but was excused on the application of Mr. Slade. Mr. J. T. Douglas was also excused from sitting because he informed the Court that he was prejudiced in the case.

Plaintiff claimed from the defendant \$15,000 as general moral damages, and \$17,137.23 as special damages for money paid and payable in connection with divorce proceedings in Edinburgh.

Sir Henry Berkeley, instructed by Mr. H. W. Looker (of Messrs. Deacon, Looker and Deacon) appeared for the plaintiff, while defendant was represented by Mr. M. W. Slade, who was instructed by Mr. P. M. Hodgson (of Messrs. Ewins and Harston).

Sir Henry Berkeley opened by reading the pleadings to the jury.

The statement of claim showed that the plaintiff was a bankrupt and master mariner in the employ of the Indo-China Steam Navigation Co., Ltd., who carry on business at Hongkong. The defendant was at present absent from the Colony, but carried on business as an architect at 64, Queen's Road Central. At the time and places hereinafter mentioned the defendant unlawfully debauched and carnally knew one, Henrietta Maud, it being plaintiff's wife and bearing his name; (a) On different occasions in the months of February, March, June, July and August, 1899; at No. 4 and also at No. 8, Granville Avenue, Kowloon, during the absence of the plaintiff from the Colony; (b) On occasions in the months of June, July and August, 1900, which plaintiff could not more particularly specify, at 4, Granville Avenue; (c) On occasions during a period extending from January, 1901, to September, 1902, inclusive, at No. 6, Rose Terrace, Kowloon; (d) On the 12th and 13th October, 1904, at the Box Vista Hotel, Macao; (e) On the 11th and 12th December at the Box Vista Hotel; (f) On occasions in the months of April, May, June, July, August, September and October, 1905, at Eran Bungalow, otherwise known as Cherub Villa Observatory Road, Kowloon. In consequence of the said misconduct of his wife with the defendant, the plaintiff on November 7th obtained a decree of divorce from the first division of the Court of Sessions, Edinburgh. The costs and expenses which the plaintiff had paid or become liable to pay amounted to \$14,359.14, and particulars of the special damage were set out.

At this stage Sir Henry Berkeley stopped reading to inform the Court that the amount paid by the plaintiff to Messrs. Deacon, Looker and Deacon, \$2,822.00, had been omitted, and he asked permission to add it to the claim.

Mr. Slade stated that as there was an application for amendment he would ask that the claim be amended by striking out a very substantial amount. There was much that could not be recovered in this action.

His Lordship thought the best thing would be to treat the question as a question of law.

Mr. Slade asked for particulars as to how the \$2,000 odd plaintiff now wished to add to his claim was made up.

Sir Henry Berkeley said it was costs paid to Messrs. Deacon, Looker and Deacon in respect of the Scotch divorce. Counsel then concluded reading the statement of claim, which stated that the plaintiff claimed for damages for the misconduct of the defendant with Henrietta Maud, it being \$15,000, and special damages for money paid and payable in connection with the Edinburgh divorce proceedings, \$17,137.23.

In the statement of defence the defendant denied unlawfully debauching and carnally knowing at any time the plaintiff's wife. He was not a party to any divorce proceedings commenced by the plaintiff, and was in no way bound by any decree made in such proceedings. He did not admit that the plaintiff became liable to pay the costs of or incidental to any such proceedings.

Counsel then proceeded to tell the jury that the facts in the statement of claim formally set out all the grievances which Captain Mitchell laid to lay before them, and in respect of which he claimed at their hands substantial damages. In addition to the special damages he was asking the jurors to give him a substantial sum of money as general damages, for what might be called moral damages for the great wrong Captain Mitchell had sustained at the hands of Mr. Lemm, and for the intolerable insults he had suffered at the hands of the defendant. The jury would give such damages as they might think justified, and, so to speak, would make the punishment fit the crime. They were not bound by any limit claimed in the writ, but were at liberty to give any damages they pleased.

His Lordship pointed out that it was not permissible to discuss the amount of damages with the jury.

Sir Henry Berkeley, proceeding, said this was an action for what was commonly known as criminal conversation; that meant an action in which a husband claimed compensation and damages against another man for having committed adultery with his wife. The term "criminal conversation" was no longer in use at home, because in England the Divorce Court had jurisdiction which enabled it to give damages to a petitioner on his petition for divorce. Although actions for criminal conversation were no longer necessary in England, they had to be brought in Hongkong, because, while the Supreme Court here had jurisdiction in matrimonial affairs as far as ordering a judicial separation between the parties, it had no jurisdiction in divorce itself. In November, 1906, Captain Mitchell obtained a decree of divorce from his wife in the Court of Session in Scotland on the ground of her adultery with Mr. Lemm.

Mr. Slade—My friend really should restrain himself. It is perfectly incompetent for him in this action to make any use of the proceedings in Scotland for the purpose of establishing the guilt or otherwise of the defendant in this case. His Lordship—What is the nature of your objection?

Mr. Slade—For reasons of his own, rightly or wrongly, the plaintiff in this action did not make Mr. Lemm a party to the divorce proceedings. The defendant, therefore, had no opportunity of being represented on those proceedings in Scotland. He is not a party to those proceedings, and whatever happened there cannot be referred to in this case.

His Lordship called on Sir Henry Berkeley. The fact of adultery with anybody was not proved by the Scotch judgment. In the circumstances it could only be held to prove the fact of adultery, but it did not prove against the present defendant.

Sir Henry Berkeley said he was entitled to prove the fact of the divorce in Scotland. His Lordship—If you could do that you need not call any witnesses.

Sir Henry Berkeley said that would not be sufficient. He was entitled to prove the fact of the divorce, and he could prove it by means of the Scotch judgment. That judgment, as a foreign one, was admissible in evidence in the Court of England.

His Lordship—Between the parties? Sir Henry Berkeley—Yes.

His Lordship—Mr. Lemm was not a party. Sir Henry Berkeley said he desired to prove the fact of the divorce for what it might be worth, just merely as the fact of the consequence flowing from the defendant's act. He produced the judgment of the Court of Session for that purpose, and argued that all judgments of the Court of Scotland were admissible.

His Lordship—You will prove the fact that the Scotch Court filed a divorce with some person unknown.

Sir Henry Berkeley said he must be allowed to prove the fact that the plaintiff's wife was divorced. He submitted that he could put in the judgment of the Court of Session.

His Lordship—How does it affect this case? It is not relevant.

Sir Henry Berkeley—It is relevant to the fact that a divorce was granted. Then I can proceed to show with whom, apart from the judgment.

His Lordship—That is irrelevant to this issue. One of the points which is not at all settled is how far the finding of fact does bind. Either it is evidence or it is not.

Sir Henry Berkeley—A fact may frequently be evidence for what it is worth. The whole of

## LIFELONG ECZEMA CURED AT LAST

Great Eruptions—Broke Out When but a Baby and Lasted 19 Years—Pronounced Incurable at Hospitals—Pain and Disfigurement Terrible.

## CUTICURA'S SUCCESS QUICK AND PERFECT

"Cuticura has completely cured me of watery eczema after nineteen years of suffering and fruitless trials of other remedies. I am now twenty-one years of age and the eczema began when I was about four months old. It started on my face with a large eruption like a blister, which would fill with watery matter and then burst. My parents tried everything they could think of but the disease would not until my face, arms and hands were completely covered. The irritation and pain were so great that they had to tie my hands up in wadding to prevent me from scratching the sores. My parents placed me in a private hospital. When they decided to take me away my eczema was not only worse but my health very much lowered."

"After this, three public hospitals were each given a fair trial, but without success. The doctors said that I should have these eruptions every spring and autumn. The blisters were of a fearful size and got worse as I grew older. The pain of these sores was really terrible and the effect on my health was very bad. Apart from this I experienced great discomfort from being disfigured, both in private life and in business, for no one liked to come too near me."

"At the earnest recommendation of a friend, I decided to give Cuticura a trial two years ago. Almost immediately I lost the pain and irritation and the spots rapidly disappeared. I persevered with Cuticura Soap and Cuticura Ointment and the result has been to rid my system completely of the disease. Miss Beresford Jennings, 45, Nevill Road, Stoke Newington, London, N., Eng., Dec. 10, '08."

Cuticura Remedies are sold wherever the British flag flies. LONDON: LITTLE & BATES, Ltd., 1, Abchurch Lane, E.C. 4. AUSTRIA: H. POTTER & CO., 10, Maria Theresienstrasse, VIENNA. BRITAIN: LITTLE & BATES, Ltd., 1, Abchurch Lane, E.C. 4. CANADA: J. C. HARRIS, 10, King Street, TORONTO. U.S.A.: FOTTER DRUG & CASE, CORP., Sole Proprietors, Boston.

44-18

the circumstances in this case is made up of facts from which adultery is to be inferred. I formally tender the Scotch judgment. Will you rule it out?

His Lordship—The mere fact that the defendant was not a party rules it out at once. The fact of there being a Scotch divorce must be entirely removed from the mind of the jury.

Sir Henry Berkeley—I will have to allude to it for the proceedings here. I will have to point out that these proceedings are brought against Mr. Lemm in this Court because Mr. Lemm could not be made a party.

His Lordship—You cannot do that. My opinion is that the judgment should not be referred to, and I said so from the very first. I don't see how it can be mentioned.

Sir Henry Berkeley said he understood that his learned friend had just raised the point that plaintiff ought to have made Mr. Lemm a party to the proceedings in Scotland.

Argument on the point was deferred.

Sir Henry Berkeley informed the jurors that in July, 1907, when an action was commenced in this Court by Captain Mitchell against Mr. Lemm, claiming damages as he was now claiming, those damages included a sum of money which Captain Mitchell was liable to pay on account of proceedings he had taken elsewhere charging his wife with adultery with Mr. Lemm.

Mr. Slade—If my friend is stating these things he ought to state them accurately: charging her with adultery with Mr. Lemm and several other people.

His Lordship—Even that is premature. The case has got to be proved.

Sir Henry Berkeley said he was aware of that. In order to proceed with his action in 1907 Captain Mitchell had to find security for costs. This he had to do because he was rarely in Hongkong. He was ordered to give a sum of \$2,000 as security for the costs of the defendant, Mr. Lemm.

His Lordship—The tail of the horse is on the head. Don't open with damages first, but open the case of adultery.

Sir Henry Berkeley said he was proposing to do it in a much shorter way, and in a way which would be more comprehensive to the jury. Proceeding, he stated that as a result of the proceedings which the plaintiff had taken in consequence of the wrongs done him by the defendant, the former had incurred such liabilities as to cause him to become bankrupt. Therefore, to-day he was a bankrupt, and that fact was due to one of the direct consequences of the wrongs done him by the defendant. Captain Mitchell had been in the employ of the Indo-China Steam Navigation Company for 19 years. He entered the service as a mate in 1891, and worked his way up by his steadiness, good conduct and ability as a seaman until he now commanded the fine steamer *Fook Sang*. About seven years after he entered this service Captain Mitchell was in a position to bring his wife to Hongkong from Australia. About that time he took the lease of a house at No. 4, Granville Avenue, Kowloon, for four years, and furnished it in a way suitable for the wife of a shipmaster. In bringing his wife and child here, Captain Mitchell decided to make Hongkong his headquarters, and naturally looked forward to years of happiness and comfort with his family. Mrs. Mitchell left Australia sometime in

(Continued on page 4.)







# PREMIUM BONDS

WE are the largest Dealers in the world in these attractive securities.

## WHAT ARE THESE BONDS?

They are high-class and absolutely safe securities, payable to bearer, issued by the various Governments and Municipalities of Europe; they are redeemable at periodical drawings, either with Cash Premiums varying from £40 to £40,000, or, at the very least, at their full nominal value.

### EASY PAYMENTS.

We sell these Bonds singly or in combinations of the most advantageous ones, payable by convenient Monthly Instalments ranging from a 15s. to £20.

Write for Hongkong, want not free.

MELVILLE, GLYN & Co., Bankers, 3, Rue de la Bourse, PARIS (France).

## INSURANCE

### NOTICE.

HAVING been appointed AGENTS in Hongkong for the WESTERN ASSURANCE COMPANY, we are prepared to accept applications and Chinese Risks at Current Rates.

JOHN D. HUMPHREYS & SON,  
Hongkong, 18th August, 1909. [1083]

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.  
WITH WHICH IS INCORPORATED THE OCEAN MARINE INSURANCE CO.  
TOTAL FUNDS AT 31st DECEMBER, 1908 £19,121,310.

I. Authorized Capital £5,000,000.  
Subscribed Capital 3,275,000.  
Paid-up Capital 1,212,500 0 0.  
II. Fire Funds 3,214,753 7 10.

The undersigned, AGENTS for the above Company, are prepared to ACCEPT RISKS against FIRE at Current Rates.

SHEWAN, TOMES & CO.,  
Agents.  
Hongkong, 14th August, 1909. [1908]

AS SUPPLIED TO THE HOUSE OF LORDS AND HOUSE OF COMMONS.

## THORNE'S OLD VAT



SCOTCH WHISKY.  
SOLE AGENTS IN HONG KONG, CHINA & MANILA.  
A. S. WATSON & Co., Ltd.

These tiny Capsules—superior to Copal, Cubeb, and Injections—cure the same diseases as these drugs in forty-eight hours without inconvenience.

Each Capsule bears the name MIDY.

FOR DISEASES OF THE CHEST.

## GRINAULT'S SYRUP

OF HYPO-PHOSPHITE OF LIME.

Prescribed in France for the last 30 years. It relieves the symptoms of CONSUMPTION, CHRONIC COUGHS, COLDS, DISEASES OF THE CHEST, LUNGS, AND BRONCHIAL TUBES.

## CHILDREN OF FAR CATHAY

A SOCIAL AND POLITICAL NOVEL OF ABSORBING INTEREST.  
By CHAS. J. HALCOMBE.  
(Formerly of the Imperial Chinese Customs Service, Author of "The Mystic Flowery Land," etc.)

THE VOLUME which consists of 461 Pages, and includes a Sketch Plan of historical interest showing the disposition of the Forces at the battle of Kwellin, is dedicated to Sir ROBERT HART, G.O.M.G., and Dr. A. BERNIE.

Its description of Chinese Social Customs and Superstitions, combined with the insight it gives into political conditions in China, makes "CHILDREN OF FAR CATHAY" an excellent volume for presentation to friends at Home.

Well bound in Yellow Cloth with Chinese Emblem in Gold.

PRICE £3.50.

To be obtained from Messrs. KELLY & WALSH, LTD., Messrs. BARNES & CO., or from the Printers and Publishers, the "HONGKONG DAILY PRESS" Office.

## Apollinaris

"THE QUEEN OF TABLE WATERS."

SUPPLIED UNDER ROYAL WARRANTS OF APPOINTMENT TO HIS MAJESTY THE KING AND H.R.H. THE PRINCE OF WALES.

For Table Use and Mixing with Wines and Spirits.

MARTIN'S APOL STEEL PILLS

A French Remedy for all Irritations, Inflammations of the Urinary Organs, Gleet, Stricture, etc. It is the only medicine that can be taken in the form of a pill, and is perfectly safe and reliable. It is the only medicine that can be taken in the form of a pill, and is perfectly safe and reliable. It is the only medicine that can be taken in the form of a pill, and is perfectly safe and reliable.

MARTIN'S APOL STEEL PILLS

PROMISE AND FULFILMENT.

There is an old saying to the effect that "what everybody says must be true." Certainly it is generally safe to follow the crowd. Its instincts are usually right, and in the matter of common ailments you may profitably pay heed to the opinion of the majority—which in times of sickness puts its faith in the efficacy of Beecham's Pills. No man that has been misplaced. An annual sale of 6,000,000 boxes proves the universality of the belief in the value of

## BEECHAM'S PILLS

Many preparations, mislabeled remedies, claim infallibility. They could not reasonably make good, much that is claimed for them. No exaggerated statements are put forward respecting Beecham's Pills. The steady demand for them—year after year—proves that those who have used them have found that they wrought the cures that they are announced to effect. No other medicine is so generally and uniformly successful in giving strength to the stomach—correcting the digestive system, and regulating the liver, kidneys, and bowels, and the use of Beecham's Pills will prove to your perfect satisfaction that they

MAKE GOOD EVERY CLAIM.

Sold everywhere in boxes, price 9d., 1/1 & 2/6.

MITSU BISHI GOSHI KWAISHA.  
(MITSU BISHI CO.)  
COAL DEPARTMENT.

SOLE PROPRIETORS OF TAKASHIMA OCHI, MUTABE, HOJO, NAMAZURA, SATO, SHINNEU and KAMIYAMADA, Collieries.

SOLE AGENTS FOR KISHIDAKE, MIYAO and KIGYO—KOMATSU Coals.

HEAD OFFICE—MARUNOUCHI, TOKYO.

BRANCH OFFICES—NAGASAKI, MOJI, KASATSU, WAKAMATSU, KOBE, OSAKA, SHANGHAI, HONGKONG, HANKOW.

Cable addresses for above, "IWASAKI" Cables, A1, ABC 5th Ed., Western Union.

AGENTS—YOKOHAMA: M. ABADA, Esq. CHINKIANG: Messrs. GEISING & Co. MANILA: Messrs. MACONLEY & Co.

For Particulars apply to H. OISHI, Manager, No. 2, Polder Street, Hongkong, Hongkong, 9th January, 1909. [625]

## SUPREME COURT.

(Continued from page 3.)

1898, accompanied by her little daughter, who was some eight, nine or ten years old at that time. By the same steamer, the *Guthrie*, by which she travelled to Hongkong, the defendant, John Lemm, also travelled. He was accompanied by his wife, who at that time was a great invalid, and who shortly afterwards returned to Australia and unhappily died. Mr. Lemm married again. The acquaintance thus formed between Mr. Lemm and Mrs. Mitchell on the *Guthrie* lasted for some time like six years, ripened into an intimacy which ultimately resulted in criminal intercourse taking place between them on several occasions while Captain Mitchell was away at sea with his ship in the performance of his duty. Mrs. Mitchell was an Australian, and Mr. Lemm, Counsel understood, was also an Australian. On Captain Mitchell's arrival here Mrs. Mitchell introduced Mr. Lemm to him, and the Captain received Mr. Lemm as a friend of his wife's, opened his house to him, and extended the hospitality which he would extend to any friend of his wife's. In return for that confidence and hospitality Mr. Lemm had inflicted wrongs upon Captain Mitchell of which the latter complained now. Counsel said he would offer evidence of acts by which the jury would be bound to draw the inference that the parties took the opportunity offered them to do the acts of adultery charged against them. He should have, in order to bring home the charge to the defendant, to call the servants. That was a distasteful thing to have to do, but in this case it was almost unavoidable. Europeans living in the neighbourhood at the time would also be called to give their testimony. Counsel said he would call evidence to show that Mrs. Mitchell decided to form a gentlemen's mess in her house, and this was done without the knowledge of Captain Mitchell. He would prove that while a Mr. Watkins and another member of the mess only had meals at the house, Mr. Lemm not only had his meals there, but slept there night after night during the time Captain Mitchell was away. He would also prove that while Mr. Lemm was in the house at night the only other occupants, barring the servants, were Mrs. Mitchell and her young child. From that fact he would ask the jury as reasonable men to draw the conclusion that adultery was committed by the parties. When Captain Mitchell returned home he was informed by his wife that she had formed a gentlemen's mess. He strongly disapproved of it and requested her to stop it. It would be proved that Mrs. Mitchell never told her husband that Mr. Lemm slept at the house; that she kept it as a secret from him, and that he never heard of it until some three or four years afterwards. Counsel then proceeded to ask the jury for substantial damages.

His Lordship—It is utterly out of order to discuss damages with the jury.

Sir Henry Berkeley—I have the right to ask the jury to give such a sum.

His Lordship said that Counsel could say no more than ask for heavy damages.

Sir Henry Berkeley—I must tell the jury why they should give me heavy damages.

His Lordship—You cannot say because the plaintiff is bankrupt that he must get heavy damages.

Sir Henry Berkeley—I can ask them to give me such an amount of general damages as will relieve him from financial difficulty for the future.

Mr. Slade—Set him up for life!

Sir Henry Berkeley—No, not to set him up for life. But the jury are entitled to give a man such damages as they think fit and right, and I can ask them to give the plaintiff such damages as will prevent him from lying under financial difficulties for years to come on account of the proceedings he had to take.

His Lordship—The utmost the jury can do, if they find the case is exceedingly bad, is to give vindictive damages.

Sir Henry Berkeley said he would ask them to give vindictive damages to mark their sense of the gravity of the offence committed by the defendant.

After this, Mr. Mitchell, examined by Sir Henry Berkeley, said he did not know that the defendant was occupying a room in his house when the messing arrangements were in progress. If he had known of it he certainly would not have approved of it. He remembered the month of May, because it was then he was appointed master of the *Pansey*. He went to Moji from Hongkong and returned about the month of June. He found his wife was not at home and he sent the boy to look for her. He came back and said Mrs. Mitchell was at No. 8, Granville Avenue. Witness was away from June till August, 1899, and his wife shortly afterwards went to Australia, returning in 1900. In July of that year he got back from Java two days before schedule time, and as the night was wet he and his wife retired about nine o'clock. About half an hour later a ricksha came to the door and someone got out of it, whereupon Mrs. Mitchell became excited and said that someone had stepped at their door. Witness remarked that surely no one would come to their house at that hour, especially as it was raining. The bell was rung, and the boy went to the door. Witness heard the boy say to Mrs. Mitchell, "master have come." She turned to witness and said, "Oh, yes, Mr. Lemm has come to pay you a visit." Mr. Lemm remarked that having seen the captain's boat at the anchorage, he had called to see him. Witness remarked that his boat was not anchored at the Jardine buoy, so he did not know how Lemm had seen it. Lemm replied that he could not remember at which buoy he had noticed the

steamer, but he had seen it somewhere. On witness asking why Lemm had paid off his ricksha coolie, Lemm said he did not like to have him standing in the rain. Lemm did not remain long in the house on that occasion, and when Lemm left witness spoke seriously to his wife about it. He did not say anything to Lemm because of his child and because his wife protected her innocence. In September, 1900, his wife went to live at Rose Terrace, witness being then sent to England, to bring out the *Choyson*, returning in September. Next month he went on a coasting cruise and was absent for three and a half months. When he got back his wife was ill and on the advice of Dr. Jordán he sent her to Chofco. He knew the second Mrs. Lemm, whom he met while Mrs. Mitchell was away. She was in great grief and made a statement to him and showed him a letter. In consequence of what he was told and what he read he wrote to Mr. Lemm stating that if he wished Mr. Lemm to understand that in future they were strangers. He also wrote to his wife. In May, 1904, Mrs. Mitchell came back from Chofco, but he did not see her. He had not spoken to his wife since he wrote to her, although he had seen her in the street and other places and also in company with Mr. Lemm. He remembered going to Macao in November, 1904, and inspected the hotel register. He saw a certain entry and when he took divorce proceedings he obtained the leaf of the register. Divorce was pronounced. Up to the time he broke off communications with his wife he was on most affectionate terms with her. He brought an action against Mr. Lemm for damages, but owing to ineffective legislation the case was dismissed. Effective legislation had now come into force and that was the reason he took the present proceedings. He had been able to pay the costs of the divorce proceedings, and he was practically a bankrupt, his bankruptcy being brought about by the liabilities which he had incurred during those proceedings.

Cross-examined by Mr. Slade—His wife was thirty-five years old when she came to the Colony.

Were you on friendly terms with Mr. Lemm up to 1904?—I was never intimately friendly with him, because I did not like the man.

But your terms of friendliness were sufficiently intimate to allow you to ask a favour of him?—No, I never did. I would not like to put myself under an obligation to him. I may have done so during the earlier stages of our acquaintance, but I do not remember.

Questioned with regard to the ricksha incident which he had mentioned, witness replied that he stated it because he considered it a significant fact.

Why are you bringing these proceedings? Simply to get money out of Mr. Lemm. Is it not—I am bringing the action against him because of his relations with my wife. I did not bring the action for any other purpose.

Then what?—Then to be remunerated for the loss I had sustained.

And in support of this claim you are putting forward this incident of 1900?—I don't quite follow you. I mention this incident to support my opinion of what the man has been doing.

Quite right. Yet you did not consider it sufficiently suspicious at the time to make a remark to Lemm about it?—No, it was hard to judge the man.

His Lordship—Tell me frankly what you want to say about this incident?—I did not think it sufficiently strong to take action and make a scandal over it.

Both Lemm and Mrs. Mitchell came from New South Wales?—Yes.

Do you consider it any harm for fellow countrymen, even if they are of opposite sex, to be friendly with one another?—To a certain extent, no.

Are you one of those people who hold the opinion that people of opposite sex should not be friendly?—To a certain extent.

What do you mean by that?—People may be on friendly terms and yet not implicate themselves.

Do you consider it any great harm in a man paying a visit to a friend after dinner?—To a lady friend?

Yes? It depends on circumstances.

Is there anything extraordinarily suspicious in a lady calling on a near neighbour, even if he happens to be a man, at 11 o'clock on Sunday morning?—No, but it gets suspicious when the visits continue from 11 o'clock on Sunday morning right through the week.

Have you any knowledge of it?—I have no personal knowledge.

A boy who had been in the service of Mrs. Mitchell spoke to Mr. Lemm staying at the house as a boarder and to Mrs. Mitchell frequently calling at Mr. Lemm's house.

T. Austin, master of the steamer *Wingchai* for some time until she foundered in the typhoon of September, 1906, was called.

You are Thomas Austin?—No, Tom Austin.

Witness then spoke to having seen Mrs. Mitchell and Mr. Lemm on board his steamer when they went to Macao. They usually stayed the night there. He had also seen them together in Hongkong. Once they entered the circus together late and once he saw them in the chemist's together.

You have seen them in Watkins' together?—Yes.

Mr. Slade—How awfully wicked. (Laughter.) Cross-examined by Mr. Slade—Were they alone?—No. Mrs. Mitchell's daughter was with them.

How old is she?—I don't know. I never ask a girl's age. It is a breach of etiquette.

Can you guess her age?—It is hard to guess a lady's age. They take themselves up so.

Was she little?—I should say she was about sixteen.

A well-grown girl?—Yes.

Nice looking girl, eh?—Oh, that is a matter of opinion.

I want yours?—Yes, fairly good looking—can pass.

The case was adjourned until to-day.

## LOWERING OF BANK OF JAPAN INTEREST.

REASONS FOR THE ACTION.

The Bank of Japan announces that the rates of interest charged by the Bank on advances and discount of bills have been lowered by 2 rin per ¥100 per day from yesterday, the 13th instant. The rates now stand as follows:—

On advances on security other than Government bonds and on discount of bills secured by other than Government bonds	sen 1.8
On discount of commercial bills drawn on Tokyo, on advances on the security of Government bonds, and on discount of bills secured by Government bonds	sen 1.6
On discount of commercial bills drawn on other places	sen 1.9
On current overdrafts and correspondence overdrafts	sen 1.9

Mr. Hijikata, Director of the Business Department of the Bank of Japan, gives the following reasons for the lowering of the rates of interest:—

The revised Customs tariff of the United States has been passed by the two Houses of Congress and is now finally settled. It is evident that the revision of tariff does not affect the trade of Japan, and it is anticipated that the trade of the United States will increase henceforward. The money market in America is in a sound condition and business will gradually revive. In Europe the money market remains very quiet, the central banks in each country being fully supplied with resources. In the East the negotiations for the solution of the differences between Japan and China were in a critical position, but there is now every prospect of the questions being solved by degrees. In Japan the result of sericulture this season has proved quite successful and the rice harvest also promises to be a good one. Thus there is no cause to fear that any financial trouble will arise in the near future. There are no political or diplomatic factors either in the East or in the West likely to give rise to any trouble. Nor is there any visible indication of an economic change abroad. Hence the rates of interest have been lowered.—*Japan Chronicle*.

## OIL-SHIP ON FIRE.

REMARKABLE INCENDIARISM.

Fire broke out in the No. 1 hold of the barque *Howard D. Troop* in Yokohama Harbour at about 11 o'clock on the night of the 12th instant. The vessel, which is engaged in the carrying of Standard Oil Co's products, arrived in harbour on the 25th ultimo, and has since been discharging oil. After the fire was discovered the barque was towed towards Kanagawa, reports the *Japan Herald*, but before proceeding far the vessel ran aground. As soon as possible after the outbreak the Captain's wife, Mrs. A. J. Durkee, was transferred to the oil tank "Ema," and the hatches were battened down. The damage is yet unknown, but judging from the external appearance of the barque, would not appear to be extensive. Four thousand cases of kerosene, stored in the near hatch, escaped the effects of the fire, though at one time fears were entertained for the safety of this portion of the cargo. At the time of going to press the fire seemed to have been extinguished, but the tugs were still pumping water into the vessel as she lay off the breakwater with a heavy list. A rumour prevailed that the fire was the outcome of incendiarism, but so far this has not been substantiated.

Later news to hand from the Harbour Police Office states that after the barque was towed to Koyasu, holes were made in the side of the vessel in an endeavour to scuttle her, but the attempt proved abortive.

Of the cargo, 89,400 cases of refined petroleum and 200 barrels of lubricating oil have been transferred from the burning barque to the compound, while 4,500 cases of refined petroleum are still on board the vessel.

With regard to the rumoured incendiarism, the authorities state that some friction had existed between the Captain and crew, and six of the crew were missing after the fire was discovered. An investigation is to be held.

## LATEST STEAMER MOVEMENTS.

The M.M. str. *Polynesien* with the French Mail of the 1st inst., and mail from London of the 31st inst., left Singapore on the 22nd inst. at 3 p.m., and is expected to arrive here on or about Monday morning the 30th inst., and will leave for Shanghai and Japan on the same afternoon.

The C.P.R. str. *Empress of China* arrived Shanghai at 3 a.m. on the 22nd inst., and left again at 4 p.m. same day for Hongkong, where she is due to arrive at 8 a.m. on the 25th inst.

The C.P.R. str. *Empress of Japan* arrived Kobe at 8.30 p.m. on the 20th instant, and left again at 12 p.m. same day for Shimizu, where she was due to arrive at 8 a.m. on the 22nd inst.

The H.A. Line str. *Andalusia* left Shanghai on the 22nd instant p.m., and may be expected here on or about the 26th inst. a.m.

The H.A. Line str. *Ambria* left Singapore on the 21st instant a.m., and may be expected here on or about the 27th inst.

## NOTICES TO CONSIGNEES

"HEN" LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

FROM LEITH, ANTWERP, MIDDLESBRO, LONDON AND STRAITS.

CONSIGNEES of Cargo are hereby informed that all Goods are being landed at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and when delivered from the wharves delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 26th inst. will be subject to rent.

All Claims against the Steamer must be presented to the Undersigned on or before the 31st inst., or they will not be recognized.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 26th inst., at 11 a.m.

No Fire Insurance has been effected. Bills of Lading will be countersigned by GIBB, LIVINGSTON & Co., Agents.

Hongkong, 19th August, 1909. [1095]

## NOTICES TO CONSIGNEES

NOTICE TO CONSIGNEES.

THE P. & O. S. N. Co's Steamer

"DEVANITA."

FROM BOMBAY, COLOMBO AND STRAITS.

Consignees of Cargo by the above-named vessel are hereby informed that their Goods are being landed and placed at their risk in the Hongkong and Kowloon Wharf and Godown Company's Godowns at Kowloon, where such consignments will be sorted out Mark by Mark and delivery can be obtained as soon as the Goods are landed.

This vessel brings on Cargo:—

From London, &c., ex s.s. "Morica."  
From Calcutta, &c., ex s.s. "Palawan."  
From Persian Gulf, ex B. I. S. N. and B. & P. S. N. Co's Steamers.

Optional Goods will be landed here unless instructions are given to the contrary within 6 hours.

Goods not cleared by the 24th inst., at 4 p.m., will be subject to rent.

No Fire Insurance will be effected by me in any case whatever.

Damaged packages must be left in the Godowns for examination by the Consignees and the Company's representative at an appointed hour. All claims must be presented within ten days of the steamer's arrival here, after which date they cannot be recognized. No claims will be admitted after the Goods have left the Godowns.

E. A. HEWETT,  
Superintendent,  
Hongkong, 18th August, 1909. [1]

## THE H.A.L. Steamship

"C. FERD. LAEISZ."

Captain Wagner, having arrived, Consignees of Cargo are hereby informed that their goods are being landed and placed at their risk in the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, whence delivery may be obtained against Bills of Lading countersigned by the Undersigned.

Optional Cargo will be carried on unless notice to the contrary be given before 10 a.m. All Claims must be presented within ten days of the steamer's arrival here, after which date they cannot be recognized.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 25th inst. will be subject to rent.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 24th inst., at 5 p.m.

No Fire Insurance will be effected by us in any case whatever.

HAMBURG-AMERIKA LINE,  
Hongkong Office.  
Hongkong, 18th August, 1909. [1084]

## S.S. "AUSTRALIEN,"

COMPAGNIE DES MESSEAGERIES MARITIMES.

NOTICE.

CONSIGNEES of Cargo from London ex s.s. "Charante" from Bordeaux s.s. "Verbeekens" in connection with above Steamer are hereby informed that their goods with the exception of Treasures and Valuables are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Co., Ltd., at Kowloon where delivery may be obtained immediately after landing.

Optional Cargo will be forwarded on unless intimation is received from the Consignees before 10 p.m. To-day, requesting it to be landed here.

Bills of Lading will be countersigned by the Undersigned. Goods remaining undelivered after WEDNESDAY, the 25th inst., at NOON, will be subject to rent and landing charges.

All claims must be sent in to me on or before the 25th inst., or they will not be recognized. All damaged packages will be examined on WEDNESDAY, the 25th inst., at 3 p.m.

No Fire Insurance has been effected.

P. DE CHAMPMORIN,  
Agent.  
Hongkong, 17th August, 1909. [2]

## TOYO KISEN KAISHA.

NOTICE TO CONSIGNEES.

THE Steamship

"AMERICA MARU,"

having arrived, Consignees of Cargo are hereby notified to send in their Bills of Lading for countersignature, and take immediate delivery of Cargo alongside.

Cargo impeding the discharge of the vessel will be landed at once at Consignees' risk and expense.

Cargo remaining on board after TUESDAY, the 24th August, 1909, at 4 p.m. will be landed and stored at Consignees' risk and expense.

No Fire Insurance whatever will be effected. All Cargo undelivered after MONDAY, the 30th August, 1909, at NOON, will be subject to rent.

All chafed and otherwise damaged Cargo will be examined FRIDAY, the 27th inst., at 10 a.m. No Claims will be admitted after the Goods have left the Steamer or Godown.

K. MATSUDA,  
Manager.  
Hongkong, 21st August, 1909. [1101]

## NORDDEUTSCHER LLOYD, BREMEN

IMPERIAL GERMAN MAIL LINE.

NOTICE TO CONSIGNEES.

THE Steamship

"PRINZ WALDEMAR,"

having arrived, Consignees of Cargo are hereby informed that their Goods, with the exception of Opium, Treasures and Valuables, are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and West Point Godowns, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all goods remaining undelivered after the 27th inst. will be subject to rent.

All broken, chafed and damaged Goods are to be left in the Godowns, where they will be examined on the 27th inst., at 9.30 a.m.

All Claims must reach us before the 31st inst., or they will not be recognized.

No Fire Insurance will be effected.

Bills of Lading will be countersigned by the undersigned.

NORDDEUTSCHER LLOYD,  
MELCHERS & Co.,  
General Agents.  
Hongkong, 20th August, 1909. [5]







# PENINSULAR & ORIENTAL

STEAM NAVIGATION COMPANY.

FOR	STEAMERS	TO SAIL	REMARKS
LONDON and ANTWERP via SINGAPORE, PENANG, ANG, COLOMBO, PORT SAID and MARSEILLES	SYRIA	About 25th Aug.	Freight and Passage.
SHANGHAI, MOJI, KOBE and YOKOHAMA	NILE	About 27th Aug.	Freight and Passage.
SHANGHAI	ASSAYE	About 2nd Sept.	Freight and Passage.
LONDON via USUAL PORTS of CALL	DEVANHA	Noon, 4th Sept.	See Special Advertisement.

For further Particulars, apply to

E. A. HEWETT,  
Superintendent.

Hongkong, 20th August, 1909.

## CHINA NAVIGATION CO., LD.

SAILINGS SUBJECT TO ALTERATION.

FOR	STEAMERS	TO SAIL
MANILA	"TAMING"	On 24th Aug., 3 P.M.
SWATOW, AMOY and SHANGHAI	"KAIFONG"	On 24th Aug., 4 P.M.
NINGPO and SHANGHAI	"KWANGSE"	On 24th Aug., 4 P.M.
TSINGTAU, CHEFOO and NEWCHANG	"PAKHOI"	On 25th Aug., 4 P.M.
SHANGHAI	"KWEIYANG"	On 25th Aug., 4 P.M.
WEIHAIWEI and TIENTSIN	"ANHUI"	On 26th Aug., 4 P.M.
SHANGHAI	"HUICHOW"	On 26th Aug., 4 P.M.
MANILA	"LINAN"	On 26th Aug., 4 P.M.
SHANGHAI	"TEAN"	On 26th Aug., 4 P.M.
SHANGHAI	"CHINHUA"	On 26th Aug., 4 P.M.
MANILA	"CHENAN"	On 26th Aug., 4 P.M.
MANILA	"ZAMBOANGA"	On 26th Aug., 4 P.M.
THURSDAY ISLAND, COOK TOWN, CAIRNE, TOWNS VILLE, BRISBANE, SYDNEY, with Transhipment for TASMANIA, NEW ZEALAND, ADELAIDE, FREMANTLE and PERTH	"TAIYUAN"	On 23rd Sept., 4 P.M.

DIRECT SAILINGS TO WEST RIVER, Twice Weekly.

S.S. "LINTAN" and S.S. "SANUL"

AUSTRALIAN STEAMERS have superior accommodation with Electric Light  
throughout and Electric Fans in the State-rooms. A duly qualified Surgeon is carried.  
REDUCED FARES, Cargo booked through for all Australian, New Zealand and  
Tasmanian Ports.

MANILA TWIN SCREW STEAMERS & TIENTSIN STEAMERS have superior  
Passenger accommodation with Electric Light throughout and Electric Fans in the State-  
rooms and Dining Saloon.

FAST SCHEDULE TWIN SCREW STEAMERS ("ANHUI," "CHENAN,"  
"CHINHUA" and "LINAN") with excellent accommodation, Electric Light throughout  
and Electric Fans in the State-rooms and Dining Saloon, leaving Hongkong for Shanghai  
direct every Thursday and Sunday, taking cargo on through Bills of Lading to all Yangtze  
and Northern China Ports.

N.B.—These Steamers Land Passengers in Shanghai, avoiding the inconvenience of  
transhipment at Wooning.

FARE INCLUDING WINES, \$45 SINGLE and \$80 RETURN.  
Telephone 36.

For Freight or Passage apply to—  
HONGKONG, 24th August, 1909.

BUTTERFIELD &amp; SWIRE,

AGENTS.

11

## EAST ASIATIC CO., LD.

COPENHAGEN, SINGAPORE, BANGKOK &amp; SHANGHAI

## RUSSIAN EAST ASIATIC CO., LD.

ST. PETERSBURG &amp; VLADIVOSTOK

## SWEDISH EAST ASIATIC CO., LD.

GOTHENBURG.

PROJECTED SAILINGS FROM HONGKONG.

SUBJECT TO ALTERATION.

DESTINATION	STEAMERS	DATE OF SAILING.
SHANGHAI, YOKOHAMA and KOBE	"CATHAY"	End of August.
MARSEILLES, HAVRE, COPEN- HAGEN and BALTIC PORTS	"CATHAY"	End of September.

For Further Particulars apply to

MELOCHERS &amp; CO.,

AGENTS.

6

## DOUGLAS STEAMSHIP CO., LIMITED.

HONGKONG-SOUTH CHINA COAST PORTS.

HIGHEST CLASS—FASTEST AND MOST LUXURIOUS STEAMERS ON  
THE COAST HAVING SPLENDID ACCOMMODATION FOR FIRST-CLASS  
PASSENGERS. ELECTRIC LIGHT AND FIRST-CLASS CUISINE.

STEAMERS	FOR	LEAVING.
"HAIMUN," Capt. Evans	SWATOW, AMOY and FOOCHOW.	WED'DAY, 25th Aug., at 2 P.M.
"HAITAN," Capt. J. S. Roach	SWATOW, AMOY and FOOCHOW.	FRIDAY, 27th Aug., at 2 P.M.

A REDUCTION OF 20 PER CENT. ON FIRST CLASS FARES TO  
FOOCHOW WILL BE MADE DURING THE MONTHS OF AUGUST  
AND SEPTEMBER.

FOR THE CONVENIENCE OF PASSENGERS, STEAMERS WILL  
ARRIVE AT, AND DEPART FROM, THE COMPANY'S WHARF (NEAR  
BLAKE PIER).

For Freight and Passage apply to—

DOUGLAS, LAPRAIK &amp; Co.,

GENERAL MANAGERS.

Hongkong, 24th August, 1909.

[1579]

## INDO-CHINA S. NAV. CO., LD.

PROJECTED SAILINGS FROM HONGKONG (SUBJECT TO ALTERATION)

FOR	STEAMERS	TO SAIL
SHANGHAI, YOKOHAMA, KOBE & MOJI	"FOOKSANG"	Tuesday, 24th Aug., 3 P.M.
FOOCHOW	"YATSHING"	Thursday, 26th Aug., 3 P.M.
SHANGHAI	"HANGSANG"	Thursday, 26th Aug., 4 P.M.
TIENTSIN via SWATOW, WEIHAI- WEI & CHEFOO	"CHIPSING"	Friday, 27th Aug., 4 P.M.
MANILA	"YUENSANG"	Friday, 27th Aug., 4 P.M.
SINGAPORE, PENANG & CALCUTTA	"KUTSANG"	Friday, 27th Aug., 4 P.M.
MANILA	"LOONGSANG"	Friday, 27th Aug., 4 P.M.
SINGAPORE, PENANG & CALCUTTA	"LAISANG"	Saturday, 28th Aug., 2 P.M.
SINGAPORE, SAMARANG and SOURABAYA	"HINSANG"	Tuesday, 14th Sept., 2 P.M.

RETURN TOURS TO JAPAN.

OCCUPYING 24 DAYS.

The Steamers "KUTSANG," "NAMSANG" and "FOOKSANG" leave about every 3 weeks for  
Shanghai and Yokohama returning via Kobe (Inland Sea) and Moji to Hongkong, providing a  
stay 6 days in Japan. If passengers leave the steamer at Yokohama and rejoin at Kobe.  
These vessels have all modern improvements and are fitted throughout with Electric Light.  
A duly qualified surgeon is also carried.

\* Steamers have superior accommodation for First Class Passengers and are fitted throughout  
with Electric Light.

Taking Cargo on through Bills of Lading to Yangtze Ports, Chefoo, Tientsin &amp; Newchwang

Telephone No. 61.

For Freight or Passage, apply to

JARDINE, MATHESON &amp; Co., LTD.,

GENERAL MANAGERS.

[16]

## HAMBURG-AMERIKA LINIE

HAMBURG.

### EAST ASIATIC FREIGHT SERVICE.

Regular Sailings from JAPAN, CHINA and PHILIPPINES,  
via STRAITS and COLOMBO,  
to HAVRE, BREMEN and HAMBURG and to NEW YORK.

TAKING Cargo at Through Rates to all European North Continental and British  
Ports, also Trieste, Lisbon, Oporto, Marseilles, Genoa, and other Mediterranean,  
Levantine, Black Sea and Baltic Ports.  
Also via Aden or Port Said, by the Company's "Arabian and Persian Service" to  
Arabian and Persian Gulf Ports.

### NEXT SAILINGS FROM HONGKONG:

#### OUTWARD.

For SHANGHAI, KOBE &amp; YOKOHAMA:

S.S. AMBRIA ... 30th Aug.

S.S. NICOMEDIA ... 12th Sept.

S.S. LIBERIA ... 15th Sept.

Further Particulars, apply to—

Hongkong, 21st August, 1909.

#### HOMEWARD.

For HAVRE, BREMEN &amp; HAMBURG:

S.S. ANDALUSIA ... 27th Aug.

For HAVRE, ROTTERDAM &amp; HAMBURG:

S.S. SAXONIA ... 2nd Sept.

For HAVRE &amp; HAMBURG:

S.S. SPEZIA ... 14th Sept.

For ANTWERP, ROTTERDAM &amp; HAMBURG:

S.S. DORTMUND ... About mid. of Sept.

For HAMBURG:

S.S. C. FEED. LAEISZ About mid. of Oct.

For MARSEILLES, HAVRE &amp; HAMBURG:

S.S. AMBRIA ... 13th Oct.

### HAMBURG-AMERIKA LINIE,

Hongkong, 21st August, 1909.

Hongkong Office.

12

## SOUTH AMERICAN LINE.

REGULAR STEAMSHIP SERVICE FOR

CALLAO, IQUIQUE, VALPARAISO, ETC. VIA MOJI, KOBE, YOKOHAMA,

HONOLULU AND SALINA CRUZ (MEXICO).

S.S. AMERICA MARU ... 6000 tons gross ... Sail Aug. 30th, at 5 P.M.

S.S. HONGKONG MARU ... 6000 " " " " " Oct. 26th, at Noon.

S.S. MANSHU MARU ... 5000 " " " " " Dec. 10th, at Noon.

For particulars apply to

K. MATSUDA, Manager.

TOYO KISEN KAISHA, Yok Building.

Hongkong, 23rd August, 1909.

## NIPPON YUSEN KAISHA

(THE JAPAN MAIL STEAMSHIP CO.)

PROJECTED SAILINGS FROM HONGKONG—  
SUBJECT TO ALTERATION.

DESTINATION.	STEAMERS.	TONS.	SAILING DATE.
MARSEILLES, LONDON and ANTWERP, via SINGA- PORE, PENANG, COLOMBO, and PORT SAID	TAMBA MARU, Capt. C. H. Butler,	6,500	WED'DAY, 1st Sept., at Daylight.
VICTORIA, B.C. and SEATTLE, via KEELUNG, SHANGHAI, MOJI, KOBE, YOKOHAMA, SHIMIZU and YOKOHAMA	INABA MARU, Capt. R. Taka,	6,500	WED'DAY, 15th Sept., at Daylight.
SYDNEY and MELBOURNE, via MANILA, THURSDAY ISLAND, TOWNSVILLE and BRISBANE	SHINANO MARU, Capt. K. Kawara,	7,000	TUESDAY, 14th Sept., at 4 P.M.
SINGAPORE, PENANG, COLOMBO, and YOKOHAMA	*TANGO MARU, Capt. S. Ishikawa,	8,000	TUESDAY, 28th Sept., at 4 P.M.
SYDNEY and MELBOURNE, via MANILA, THURSDAY ISLAND, TOWNSVILLE and BRISBANE	NIKKO MARU, Capt. M. Yagi,	6,000	FRIDAY, 3rd Sept., at Noon.
SEATTLE, via KEELUNG, SHANGHAI, MOJI, KOBE and YOKOHAMA	KUMANO MARU, Capt. M. Winkler,	6,000	FRIDAY, 1st Oct., at Noon.
MOJI, KOBE and YOKO- HAMA	TAKASAKI MARU, Capt. A. Mosker,	5,000	TUESDAY, 24th August.
NAGASAKI, KOBE and YOKOHAMA	MIYASAKI MARU, Capt. T. Murai,	9,000	THURSDAY, 26th Aug., at Noon.
BOMBAY via SINGAPORE, COLOMBO	KUMANO MARU, Capt. M. Winkler,	6,000	WED'DAY, 1st Sept., at Noon.
	MOYORI MARU, Capt. J. C. Richards,	4,000	THURSDAY, 2nd August.

\* Fitted with New System of Wireless Telegraphy.

Omitting Keelung and Shimizu.

† Cargo only.

### EXTRA PASSENGER SERVICE NEW STEAMERS— EUROPEAN LINE.

FOR GENOA, MARSEILLES, LONDON AND ANTWERP VIA SINGAPORE,  
COLOMBO, SUZ and PORT SAID.THE Co.'s Newly Built 9000 TON PASSENGER STEAMERS WILL BE DESPATCHED  
FROM HONGKONG AS FOLLOWS:

MISHIMA MARU - (Capt. A. E. MOSES) - On Fri. 27th Aug., P.M.

ATSUTA MARU - (Capt. WM. THOMPSON) - About Wed. 22nd Sept.

MYASAKI MARU - (Capt. T. MURAI) - About Wed. 20th Oct.

KITANO MARU - (Capt. F. E. CORP) - About Wed. 17th Nov.

CHEAPEST PASSAGE RATES TO EUROPE AND AROUND THE WORLD.

### CHEAPEST ROUND TRIPS

BETWEEN

HONGKONG AND JAPAN PORTS.

Commencing 1st June, ending 31st August, 1909.

SPECIAL EXCURSION (1st &amp; 2nd CLASS) AVAILABLE FOR 4 MONTHS.

Yokohama Return. Kobe Return. Moji Return. Nagasaki Return.

1st CLASS \$120 \$110 \$100 \$90

2nd " \$80 \$70 \$60 \$50

Option of rail between Calling Ports in Japan.

For further particulars apply to

Hongkong, 4th August, 1909.

T. KUSUMOTO,

MANAGER. [15-93]

## CHINA AND MANILA

STEAMSHIP COMPANY, LIMITED.

STEAMSHIP	TONS.	CAPTAIN	FOR	SAILING DATE.
ZAFIRO	2540	R. Rodger	Manila	On 28th Aug., Noon.
RUBI	2540	E. W. Almond	Manila	On 4th Sept., Noon.

For Freight or Passage apply to

Hongkong, 24th August, 1909.

SHEWAN TOMES &amp; Co.,

General Managers. [14]

## THOS. COOK & SON,

TOURIST, STEAMSHIP & FORWARDING AGENTS,  
BANKERS, &c.CHIEF OFFICE:—LUDGATE CIRCUS, LONDON, E.C.  
TICKETS TO EUROPE by the principal STEAMSHIP LINES and TRANS-  
SIBERIAN RAILWAY.

TOURS arranged to ALL PARTS OF THE WORLD.

BAGGAGE collected, forwarded and insured at lowest rates.

LETTERS OF CREDIT and CIRCULAR NOTES ISSUED and CASHED.

FOREIGN MONIES exchanged.

Head Office for the Far East:—

15, DES VIGUE ROAD, HONGKONG.

Japan Office.

14, WATER STREET, YOKOHAMA.

## PENINSULAR & ORIENTAL

STEAM NAVIGATION CO.

HOMEWARD PASSENGER SEASON 1910.

PROPOSED SAILINGS OF MAIL STEAMERS.

## MARSEILLES AND LONDON.

TAKING PASSENGERS ALSO FOR  
COLOMBO, INDIA, AUSTRALASIA, EGYPT, BRINDISI, &c.  
THROUGH TICKETS ISSUED TO BOSTON AND NEW YORK.

STEAMERS to COLOMBO	Leave HONGKONG	Connecting Steamers from COLOMBO to MARSEILLES & LONDON	Due MARSEILLES (Brindisi) 2 days earlier	Due PLYMOUTH (London) 1 day later		
Steamer	Tons	1 P.M. SATURDAY	Steamer	Tons	SATURDAY	FRIDAY
ARCADIA	7000	February 5	MANTUA	11000	March 5	March 11
ASSAYE	7500	February 19	CHINA	8000	March 19	March 25
DELTA	8000	March 5	MALWA	11000	April 2	April 8
MACEDONIA	10500	March 19	(Through Steamer calling at Bombay)		April 16	April 22
DEVANHA	8000	April 2	MONGOLIA	10500	April 30	May 6
ASSAYE	8000	April 15	MARMORA	10500	May 14	May 20
DELTA	7500	April 30	MOREA	11000	May 28	June 3
DELHI	8000	May 14	MOOLTAN	10000	June 12	June 18

Passengers change Steamers at COLOMBO, and those for BRINDISI transfer also  
to the Express Mail Steamer at PORT SAID.

Accommodation in the connecting Steamer from COLOMBO is definitely reserved in

Hongkong or at the time of Booking.

FARES TO LONDON (Including Surtax):

1st SALOON £71.10 SINGLE £106.14 RETURN.

2nd " £48.8 " £72.12

In addition to the above Mail Steamers the following:—

INTERMEDIATE (NON-TRANSHIPMENT) STEAMERS

WILL LEAVE FOR

## LONDON.

CARRYING SALOON PASSENGERS AT REDUCED RATES.

STEAMERS	Leave	Due
HONGKONG	LONDON	
Tonnage	about	about
* SYRIA	January	26 March
* SUMATRA	February	9 March
* NYANZA	February	23 April
* SUNDI	February	23 May
* MALTA	March	20 June
* SARDINIA	March	4 July
* NORE	May	18 July

These Steamers call also at SINGAPORE, PENANG, COLOMBO, and at MARSEILLES.

FARES TO LONDON (Including Surtax):

1st SALOON £55.0 SINGLE £82.10 RETURN.

2nd " £38.10 " £57.4

\* Carry 1st and 2nd Saloon Passengers.

For Further Particulars, apply to:—

1076]

E. A. HEWETT,

SUPERINTENDENT.

## OSAKA SHOSEN KAISHA.

REGULAR SERVICES, PROPOSED SAILINGS FROM HONGKONG.

(Subject to Alteration).

### TRANS-PACIFIC SERVICE.

Connecting at TACOMA with

THE CHICAGO, MILWAUKEE AND PUGET SOUND RAILWAY

AND

THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY.

(The only direct train service, without transhipment, also shortest and

fastest route, from the Pacific Coast to Chicago). Taking cargo on

through Bills of Lading to all Overland Common Points in the U.S.A.

and Canada, also to the principal ports in Mexico, Central and South

America.

TACOMA via KEELUNG,	"SEATTLE MARU"	Capt. T. Saito,	6,182	} SATURDAY, 28th
SHANGHAI, MOJI,				
Kobe, SHIMIDZU and	"TACOMA MARU"	Capt. H. Yamamoto,	6,178	} Aug. at Noon
YOKOHAMA ... ..				
				} SATURDAY, 25th
				} Sept. at Noon.



